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TECHNIP-COFLEXIP

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May 8, 2003

US Environmental Protection Agency
Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

*Response to 104(e)
Notice of Potential
Liability & Request
for Information*

Re: Notice of Potential Liability and Request for Information Pursuant Section
104(e) of CERCLA (4.2 U.S. C of 9604 (e)(2)) Gulfco Marine
Maintenance, Inc., Freeport, Brazoria County, Texas

Attn: Ms. Janie Bivens

As we discussed last month, I am General Counsel for Technip USA Corporation. We received your letter addressed to CT Corporation as Registered Agent for KTI Fish c/o Mannesman Capital Corp. I had requested an extension to answer you because I believed our predecessor companies never owned this property. Based upon my search, this property was previously owned by Fish Engineering & Construction Inc. In 1995 KTI Incorporated (while owned by Mannesman Capital Corp.) purchased the assets of Fish Engineering & Construction Inc. and Fish Engineering & Construction Partners Ltd. The company was then operated as a company under the name of KTI Fish, Inc. I am enclosing a copy of that Sales Agreement. You will note that no real property was conveyed, and in particular, Schedule 1.2 of the Agreement specifically excluded any real property including the Brazoria County property. In 1999, Technip purchased the shares of KTI Incorporated (successor to KTI Fish) from Mannesman Capital Corp.

It is my belief based on the information available to me that the subject property has never been owned by KTI Fish Inc. and therefore Technip USA Corporation.

Please feel free to call me if you have any questions.

Very truly yours,



Malachy W. Finnen

Technip USA Corporation • 3 Post Oak Central • 1990 Post Oak Blvd., Suite 200 • Houston, Texas 77056-3846 • (281) 249-2300 Fax (281) 249-2330

942153



157-1000000

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FISH ENGINEERING AND CONSTRUCTION, INC.

AND

KINETICS TECHNOLOGY INTERNATIONAL

CORPORATION

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THIS AGREEMENT is entered into as of this 26th day of April, 1995 by and between Fish Engineering & Construction, Inc., a Texas corporation, Fish Engineering & Construction Partners Ltd., Fish Administrative Partners, Ltd. and Copycats Printing Ltd. having offices at Three Post Oak Central, 1990 Post Oak Boulevard, Suite 200, Houston, Texas 77056-3846 (collectively, the "Sellers") and Kinetics Technology International Corporation, a Delaware corporation having offices at 650 Cienega Avenue, San Dimas, California 91773 ("Buyer").

WHEREAS, Sellers are engaged in the engineering, maintenance, design and construction of natural gas, chemical, petrochemical and refinery plants and through Copycats Printing Ltd. in the copying and printing business (collectively, the "Business").

WHEREAS, Sellers are willing to sell certain assets of said Business as defined below, on the terms and conditions contained in this Agreement, and Buyer wishes to acquire such assets on said basis, for the consideration as stated and by the assumption by the Buyer of the liabilities and obligations hereinafter set forth.

WHEREAS, Buyer desires to obtain Covenants Not To Compete from Sellers in the form of Exhibit A-1, from Jim and Bettie Boyd in the form of Exhibit A-2 and from certain key employees substantially in the form of Exhibit B and said parties have agreed to enter into said Covenants, upon the terms and subject to the conditions set forth herein (collectively "Sellers' Covenants").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration paid and received, the parties agree as follows:

ARTICLE I. ACQUISITION AND DISPOSITION

1.1 Purchase and Sale of Assets. Sellers will sell and assign to Buyer all of the business and substantially all of the assets owned or leased and used by Sellers in the Business (hereinafter such business and assets will be collectively referred to as the "Assets"), and Buyer will purchase such Assets and the parties will enter into the Sellers' Covenants, for the cash consideration and the consideration for the Sellers' Covenants as set out in paragraph 2.1, upon the terms and subject to the conditions hereinafter set forth. The Assets include, but are not limited to, Sellers' entire right, title and interest in and to the following:

1.1.1 all of those assets of the Sellers reflected in the consolidated statements of Assets to be purchased as at March 31, 1995 attached hereto as Schedule 1.1.1 (the "Financial Statement") and on the fixed asset list attached as Schedule 1.1.1(a) except those assets disposed of in the ordinary course of business or, otherwise, with the consent of the Buyer, since that date, except those assets which individually have a net book value of less than One Thousand Dollars (\$1000), and except for the Excluded Assets as defined in paragraph 1.2;

1.1.2 all open contracts to supply goods or services to customers of the Business ("Supply Contracts");

1.1.3 the machinery, equipment, office furniture and fixtures, tools, data processing equipment and vehicles, owned by the Sellers and currently used in the Business (except as otherwise excluded under section 1.2);

1.1.4 completed and uncompleted designs, drawings, schedules,

specifications and other project documents and the inventories of finished goods, work in process, raw materials, replacement, spare and component parts, office and operating supplies, samples and packaging materials currently used in the Business and on hand on the Closing Date;

1.1.5 partially or totally executory contracts, leases (including leases listed on Schedule 1.1.5), security and advance rental deposits (if any for all leases), and any other agreements and commitments (if any except as otherwise excluded under section 1.2) currently pertaining to the Business, subject in each case to the terms, covenants, conditions and provisions of such contracts, leases, agreements and commitments (provided that Sellers shall deliver to Buyer, subject to the provisions of paragraph 1.3, all necessary consents to the assignment to Buyer of any such agreements);

1.1.6 the patents and patent applications, common law trademarks, trademark registrations, trademark applications service mark registrations, service mark applications, trade names and copyrights listed on Schedule 1.1.6 (including the trademark and trade names "Fish", "Fish Engineering and Construction, Inc.", "Fish Engineering and Construction Partners Ltd.", Fish Administrative Partners Ltd.", "Fish Trinidad Ltd.", Fish Engineering & Construction", "Copycats", "Copycats Printing Ltd.", and the logo including the name "Fish" juxtaposed with a triangle) together with renewals, modifications and extensions thereof, the goodwill associated therewith and such rights as the Sellers may have to sue for infringement thereof;

1.1.7 all know-how (including but not limited to manufacturing, research

and development, engineering know how, engineering software developed in house or acquired for use in the Business), trade secrets, processes, technology, discoveries, unpatented inventions, the exclusive right to use past projects as references, formulae, software and procedures used in the Business, including documentation relating to any of the foregoing;

1.1.8 the marketing records, customer lists, warranty records, sales records, licensing records, sales literature, electronic data processing programs developed by Seller for the operation of the Business, and accounting records and documents used in connection with the Business;

1.1.9 the personnel records, payroll records, correspondence, books, files, and other records used in the Business;

1.1.10 certain prepaid expenses (hereinafter identified in the Financial Statement), other than those scheduled as Excluded Assets;

1.1.11 other properties and assets, if any, acquired by or for the Business after March 31, 1995 as shall be reflected in the Statement of Cash Adjustments (as defined in paragraph 8.1.1);

1.1.12 any licenses, permits, approvals and qualifications pertaining to the Business (to the extent same may be transferable);

1.1.13 all accounts receivable; and

1.1.14 all other assets owned, leased or licensed and utilized in the Business, except those specifically excluded under paragraph 1.2.

1.2 Assets Excluded. The Assets do not include any of the assets listed in Schedule 1.2 (the "Excluded Assets") pertaining to the Business, all right, title and interest in and to which shall be retained by the Sellers.

1.3 Consents to Assignments of Contracts. To the extent that the conveyance, transfer or assignment of any Asset as contemplated by this Agreement shall require the consent of any governmental authority or other party, then notwithstanding the provisions of paragraph 1.1, this Agreement shall not constitute a contract to convey, transfer or assign the same nor shall such Asset be transferred or conveyed to Buyer, if the attempt to do so would constitute a breach thereof. Buyer and the Sellers shall use their reasonable best efforts in cooperating to procure all such consents, and each party shall bear its own expenses in connection therewith. In the event any such consent is not obtained prior to the Closing Date, Sellers will use their reasonable best efforts in cooperating with Buyer in any reasonable arrangement designed to provide for the effective implementation of the intent of the parties with respect to the assignment to the Buyer of the benefits of such Asset at the same economic cost (e.g., subleasing to Buyer, subcontracting to Buyer, holding in trust for the benefit of Buyer). Nothing contained in this paragraph shall limit Buyer's right under section 6.3.3(d) to require Sellers to deliver at closing written consents executed by customers acknowledging their consent to assignment of the Supply Contracts and real property leases.

ARTICLE II PAYMENT AND DELIVERY

2.1 Purchase Price and Assumption of Liabilities.

Subject to post-closing adjustment pursuant to Section 8.3, the total consideration payable to Sellers by the Buyer shall consist of the sum of Eight Million, Forty Four Thousand, One Hundred and Seventy-Three U.S. Dollars (\$8,044,173.00) (the "Cash Consideration"), plus Buyer's assumption of the liabilities of the Sellers set forth in Schedule 2.1 ("Assumed Liabilities"). The Cash Consideration shall be paid to Sellers by certified check or by wire transfer to accounts(s) of Fish Engineering & Construction Partners, Ltd. designated by Sellers as follows:

2.1.1 On the Closing Date (as hereinafter defined in paragraph 2.2), Buyer shall pay to the Sellers the Cash Consideration minus Two Million Seven Hundred Thousand U.S. Dollars (\$2,700,000);

2.1.2 an amount of Two Hundred Thousand U.S. Dollars (\$200,000), subject to adjustment pursuant to Section 8.2, shall be disbursed in accordance with the terms of any adjustment of the Cash Consideration pursuant to section 8.2;

2.1.3 on the first anniversary of the Closing Date Buyer shall pay to Sellers Five Hundred Thousand U.S. Dollars (\$500,000);

2.1.4 on the second anniversary of the Closing Date Buyer shall pay to Sellers One Million U.S. Dollars (\$1,000,000); and

2.1.5 on the third anniversary of the Closing Date Buyer shall pay to Sellers One Million U.S. Dollars (\$1,000,000).

2.1.6 The installment payments of Cash Consideration set forth above shall be subject to offset by Buyer for any claims, losses, damages or expenses (including reasonable attorneys fees and other costs of defense) incurred by Buyer due to Sellers' failure to discharge any Retained Liabilities (as defined in section 2.1.7). Additionally, if on the date the installment payments of Cash Consideration set forth in sections 2.1.3, 2.1.4 and 2.1.5 are due, all Retained Liabilities have not been fully satisfied and discharged by Sellers, and claims on account of Retained Liabilities are then pending against Buyer, then Buyer shall be entitled to withhold payment to the extent of pending claims until such claims are resolved. With respect to amounts withheld on account of pending claims, interest shall accrue at the prime rate as quoted by Chemical Bank (NY) on the date the installment was due until the date of payment, provided however, that for purposes of calculating interest the balance of the installment payment retained shall be reduced from time to time by the amount of any losses, damages or expenses (including reasonable attorneys fees and other costs of defense) incurred by Buyer on account of said pending claims or due to Sellers' failure to discharge any Retained Liabilities (as defined in section 2.1.7) as determined in accordance with the indemnification provisions set forth in Article VII below. In the event Sellers make payments of Retained Liabilities as described in Section 2.1.7 prior to the due date of the installment payments referred to in 2.1.3, 2.1.4 and 2.1.5 and provide Buyer evidence of such payment reasonably satisfactory to Buyer then Buyer shall within ten days thereafter pay to Fish Engineering & Construction Partners, Ltd. an amount equal to such payments and

the amount of such installment payments will be reduced in a like amount, the earlier payments to be reduced first.

2.1.7 Except those liabilities which are expressly assumed by the Buyer as listed on Schedule 2.1, Buyer shall not be deemed by anything contained in this Agreement to have assumed, and Seller hereby agrees to retain and discharge liabilities arising out of or relating to conduct of the Business by Sellers or their predecessors on or before the Closing Date, including but not limited to the following (collectively, the "Retained Liabilities"):

- (a) any liability arising out of or relating to certain accidents or explosions occurring on or about August 24, 1989 and October 23, 1989, at facilities owned or operated by Phillips Petroleum Company;
- (b) any obligations or liabilities arising out of or relating to the Risk Transfer Agreement between Fish Engineering & Construction, Inc. and Fish Engineering & Construction Partners, Ltd. dated December 1, 1993;
- (c) any liability of Sellers and their partners for any federal, state, local or foreign income or franchise taxes, state or local property taxes or other taxes of any kind or description, relating to the period on or prior to the Closing Date; provided, however, Buyer shall assume liability for (i) personal property taxes with respect to ownership of the Assets through the Closing Date to the extent such taxes are accrued on the Financial Statement, and (ii) personal property taxes with respect to property leased to Sellers in connection with the Business, the leases for which are being assigned to Buyer pursuant hereto but

only to the extent such taxes are accrued on the Closing Balance Sheet;

(d) any liability arising out of or relating to Sellers' failure to perform any of their obligations under Article V of the Agreement;

(e) any liability or obligation for death, disease or injury to Sellers' employees arising out of or related to occurrences on or prior to the Closing Date;

(f) any liability arising out of or relating to any violation by Sellers (or their partners, employees, officers or directors) occurring on or before the Closing Date under any laws, rules, regulations, ordinances, orders, judgments or decrees applicable to the business, properties, assets or operations of the Business;

(g) any liability arising out of or relating to the use, storage, handling, operation, sale, transportation, disposal, spill, leak or emission of hazardous substances;

(h) any liability arising out of or relating to ownership or operation of 906 Marlin Avenue, Surfside, Brazoria County, Texas and adjacent property sold to Hercules Off-Shore Drilling Company (collectively, the "Site") including but not limited to liability arising out of or relating to use, storage, handling, sale, transportation, disposal, spill, leak or emission of hazardous substances on or from the Site or liability or responsibility for environmental clean up or remediation of the Site or contamination caused by operation of the Site;

(i) any liability arising out of or relating to the Excluded Assets;

- (j) any liability or obligation arising out of any litigation respecting the Business pending as of the close of business on the Closing Date, including but not limited to matters set forth on Schedule 3.1.7;
- (k) financial debt of the Business, including but not limited to notes relating to aircraft previously owned or leased by Sellers; and
- (l) any warranty or guaranty obligations arising out of or relating to projects completed or substantially completed by the Sellers on or before the Closing Date.

2.2 Closing. The Sellers' transfer of the Assets and the delivery of Sellers' Covenant and Buyer's assumption of the Assumed Liabilities and payment of the Cash Consideration payable upon Closing (herein called the "Closing") shall take place at 10:00 A.M. on May 1, 1995 or such other date as may be agreed upon by the parties (such time and date being herein called the "Closing Date") at the offices of Sellers, Houston, Texas, or at such other location as the parties may agree upon. The Closing shall be deemed to be effective as of the close of business on the Closing Date.

2.3 Delivery by Sellers. At the Closing the Sellers will deliver or cause to be delivered to Buyer:

2.3.1 fully executed Sellers' Covenants in the form of Exhibits A-1 and A-2;

2.3.2 written consents executed by customers acknowledging their consent to assignment of the Supply Contracts identified on Schedule 2.3.2;

2.3.3 employment contracts substantially in the form of Exhibit B between Buyer and the employees listed on Schedule 2.3.3;

2.3.4 a bill of sale and assignment, in the form attached hereto as Exhibit C (the "Bill of Sale and Assignment"), conveying the Assets;

2.3.5 an assignment and assumption agreement, in the form attached hereto as Exhibit D (the "Lease Assignment and Assumption Agreement"), for the leases of the Sellers to be assigned, and, to the extent required by this Agreement, a consent letter from the lessors or their agents;

2.3.6 a trademark assignment, in the form attached hereto as Exhibit E (the "Trademark Assignment"), assigning all of Sellers' rights, title and interest in and to the trademarks and applications therefor included in the Assets to be sold, transferred and assigned pursuant to this Agreement;

2.3.7 a patent assignment in the form attached hereto as Exhibit F (the "Patent Assignment") assigning all of Sellers' rights, title and interest in and to the patents and applications therefor included in the Assets to be sold, transferred and assigned pursuant to this Agreement;

2.3.8 appropriate certificates of title covering all automobiles, trucks and trailers which are owned by Sellers and which are included in the Assets, properly endorsed to Buyer;

2.3.9 an Amendment to the Certificate of Incorporation of Fish Engineering & Construction, Inc. changing its name from "Fish Engineering & Construction Inc." to a name that does not infringe upon the trademark and trade

name rights assigned to Buyer hereunder;

2.3.10 appropriate documents for each partnership of Sellers changing the respective trade names to names which do not infringe upon the trademark and trade name rights assigned to Buyer hereunder;

2.3.11 a copy of a sublease between Twin Travel and Sellers assignable to Buyer;

2.3.12 one or more stock powers conveying to Buyer and its designee 100% of the issued and outstanding shares of Fish Trinidad;

2.3.13 UCC-3 releases for any owned Assets which are subject to UCC-1 filings or other security interests of record;

2.3.14 a letter from Phillips Petroleum Company stating that it will not pursue as against Fish Engineering & Construction, Inc., its successors or assigns, any of the claims assigned to it pursuant to settlements with plaintiffs in litigation arising out or relating to certain accidents or explosions occurring on or about August 24, 1989 and October 23, 1989, at facilities owned or operated by Phillips;

2.3.15 a certification as of the Closing Date by officers of each of the respective partnerships of Sellers confirming that Sellers consummation of the transaction contemplated by this Agreement have been authorized in accordance with Sellers' partnership agreements and that the payment of Cash Consideration to the account(s) designated by Sellers under section 2.1 or by certified check made payable to Fish Engineering & Construction Partners, Ltd. is in accordance with any and all understandings or agreements among the partnerships and partners of Sellers

regarding allocation of the Cash Consideration;

2.3.16 a copy, certified as of the Closing Date by an officer of Fish Engineering & Construction, Inc., of the resolution of the Board of Directors or committee thereof of Fish Engineering & Construction Inc. authorizing the transaction contemplated by this Agreement;

2.3.17 a License Agreement for FlexCad Software in the form of Exhibit F-1;

2.3.18 Assignments of Employee Benefit Plans listed as Items 1-5 and 8 of Schedule 3.1.6; and

2.3.19 Evidence that subsequent to April 25, 1995 a wire transfer in excess of \$3 million has been made by an Arcadian company to Seller.

2.4 Delivery by Buyer. At the Closing, Buyer will deliver or cause to be delivered to Sellers:

2.4.1 the Cash Consideration, pursuant to the provisions of paragraph 2.1;

2.4.2 counterparts of the Lease Assignment and Assumption Agreement and Sellers' Covenants;

2.4.3 a copy certified as of the Closing Date by an officer of Buyer, of the resolutions of the Board of Directors of Buyer authorizing the transaction contemplated by this Agreement;

2.4.4 an Instrument of Assumption in the form of Exhibit G, signed by Buyer;

2.5 Transfer Taxes and Fees. Seller and Buyer shall bear equally the cost of transfer taxes or recording fees relating to the sale or transfer to Buyer of any of the Assets under this Agreement (except for taxes on Sellers' income or capital gains which shall be paid by Sellers). If either party pays all or part of any taxes for which the other party is responsible, then such party will promptly reimburse the paying party upon presentation of satisfactory evidence of payment without setoff of any kind.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Any reference to Sellers' knowledge hereafter shall be deemed to mean the knowledge of the officers, directors, shareholders and partners of Sellers after they have conducted a review of their respective files, have made due inquiry of those employees of the Sellers who have responsibility for the areas in question or who they believe are most likely to have received relevant information. With respect to the Business, Sellers represent and warrant to Buyer as of the date hereof that:

3.1.1 Each Seller entity is duly organized and validly existing under the laws of the State of Texas and is duly qualified to do business and is in good standing in each state in which the character of the properties and assets now owned or held by it or the nature of the business now owned or held by it or the nature of the business now conducted by it requires it to be so qualified and where the failure to be so qualified would have a material adverse effect on the Business as now being

conducted.

3.1.2 Each Seller has full power and authority and has received all approvals necessary to execute, deliver and perform this Agreement and neither such execution nor such performance will violate the Certificate of Incorporation, By-laws or Partnership Agreement of the Sellers, or subject to obtaining such third party consents as may be required, any indenture, loan agreement, lease, contract, instrument, order, judgment or decree to which the Sellers are parties or by which they or any of their property is bound. This Agreement has been duly executed and delivered by Sellers and constitutes the valid and binding obligation of Sellers enforceable in accordance with its terms.

3.1.3 The Financial Statement presents fairly the assets and liabilities and the financial position of the Sellers as at March 31, 1995, and was prepared in accordance with the respective books and records of the Sellers and in accordance with United States generally accepted accounting principles consistently applied to the extent such principles are not in conflict with this Agreement.

3.1.4 All the real property owned or leased by the Sellers that is currently used in the Business, is listed on Schedules 3.1.4.

3.1.5 No collective bargaining agreements are currently in force with respect to the employees of the Business.

3.1.6 All the current employee pension and welfare benefit plans and programs applicable to the employees of the Business and their spouses and dependents (including any multi-employer plans) are listed on Schedule 3.1.6. All

employment agreements with employees of the Business are listed on Schedule 3.1.6.

3.1.7 Except for judicial or administrative proceedings listed on Schedule 3.1.7, there is:

(a) no legal action, suit, arbitration order, decree or judgment, in progress, pending or in effect;

(b) to Sellers' knowledge, no legal action, suit or arbitration threatened; or

(c) to Sellers' knowledge, no governmental investigation or administrative proceeding in progress which relates to the Assets, the transactions contemplated by this Agreement, officers or employees of the Business.

3.1.8 To the Sellers' knowledge, Sellers (including their employees, officers, employees and partners in their respective capacities as such) are not in violation of or default under, nor are they charged with or threatened with a charge of a violation or default under any existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Business, properties or operations of the Business.

3.1.9 Sellers own, and on the Closing Date, will have the right to sell and transfer to Buyer, free and clear of any liens, mortgages, or other encumbrances (except as permitted by this Agreement), all of the Assets other than those leased or licensed from third parties.

3.1.10 Schedule 3.1.10 hereto sets forth:

- (i) all liens, encumbrances, conditional sale or title retention agreements, security agreements, guaranties, leases or lease purchase agreements to which Sellers are parties or by which they are bound, which relate to any of the Assets, which will continue to apply thereto from and after the Closing Date.
- (ii) all open purchase or sale orders and commitments, except:
 - (a) purchase orders and commitments made in the ordinary course of business involving payments by Sellers of less than \$10,000 in any single case or \$50,000 in the aggregate, and
 - (b) sales orders and commitments made in the ordinary course of business involving receipts by Sellers of less than \$10,000 in any single case or \$50,000 in the aggregate;
- (iii) all material governmental licenses, permits and approvals pertaining to the Assets or Business;
- (iv) any intellectual property license to or from any entity or person and to which Sellers are parties;
- (v) any contract or agreement under which the Sellers have an outstanding indebtedness, obligation or liability for borrowed money or the deferred purchase price of property or services, or has the obligation to incur any such indebtedness, obligation or liability;
- (vi) any bond or agreement of guaranty or indemnification of Sellers involving a potential uninsured liability in excess of \$10,000 in any

single case or \$50,000 in the aggregate;

(vii) any secrecy agreement, intellectual property agreement or covenant not to compete which:

(a) restricts the right of the Seller to engage in any type of business; or

(b) would restrict the right of the Buyer or any of its affiliates to engage in any type of business after the consummation of the transactions contemplated by this Agreement; and

(viii) any guaranty direct or indirect of Sellers of any contract, lease or agreement involving an obligation in excess of \$10,000 in any single case or \$50,000 in the aggregate.

3.1.11 (a) The written agreements, contracts, commitments and understandings required to be listed on Schedule 3.1.10 and all of the leases required to be listed on Schedule 1.1.5 are in full force and effect and, except as otherwise specified in Schedule 3.1.11, Sellers have not received any notice of any termination or of any default or event which, after notice or lapse of time, or both, would constitute a default or result in a right to accelerate or loss of rights, which default or event is continuing, with respect to the agreements, contracts, commitments and understandings required to be listed on Schedule 3.1.10 and the leases required to be listed on Schedule 1.1.5.

3.1.12 Except as set forth in Schedule 1.1.6 and in Exhibits E and F Sellers do not have any other material patent, patent application, planned or

proposed application, trademark (whether registered or unregistered), trademark application or trade name which is used in the Business. All listed patents and trademark registrations are, and on the Closing Date will be, in full force and effect unless they have expired. The Sellers are not involved in infringement litigation except as listed in Schedule 3.1.7 nor, to the Sellers' knowledge, are Sellers being threatened with such litigation with respect to the intellectual property rights set forth on Schedule 1.1.6 and the Sellers have no knowledge of any conflict with the rights of others with respect thereto.

3.1.13 Sellers have made all filings with, and have received all approvals, authorizations, consents, licenses, orders and permits (collectively, "Permits") of, all governmental agencies required to enable it to lawfully operate the Business as currently conducted. The Sellers have not received any notice that any governmental agency intends to cancel, terminate or not to renew any such Permit. No governmental filing, authorization, approval, order, license or consent is required on the part of the Sellers in connection with the execution, delivery or performance of this Agreement.

3.1.14 Except as provided in Schedule 3.1.7, no strikes, work stoppages or other labor disputes involving employees of the Business are pending or threatened. No employees of the Business are represented by any labor or trade union and, to Sellers' knowledge, no movement to designate a collective bargaining agent to represent any of the employees exists or is threatened. Except as set forth in Schedule 3.1.7, to Sellers' knowledge: (i) no charges, audits, investigations or

complaint proceedings which relate to the Business and are pending before the Equal Employment Opportunity Commission or any state or local agency responsible for the prevention of unlawful employment practices; (ii) no notice of the intent of any Federal, state or local agency responsible for the enforcement of labor or employment laws to conduct an audit or an investigation of or relating to or including the employees, former employees or employment practices of the Business and no such investigation is in progress; and (iii) no material violation by Sellers of any applicable statutes, rules, regulations and orders relating to employment, wages and hours and labor relations with respect to employees of the Business.

3.1.15 For purposes of this Agreement, "Environmental Law" shall mean any federal, state or local law, rule or regulation applicable to the protection of human health or the environment. "Environmental Law" shall also include any existing written plan or compliance schedule under any Environmental Law to which Sellers are parties.

(a) Schedule 3.1.15 sets forth a list of: (i) all permits currently in force under any Environmental Law relating to the operations of the Business; (ii) all administrative or judicial proceedings pending (or known by Sellers to be presently threatened), against the Sellers in relation to or arising out of the Business as a result of an alleged violation of Environmental Law or as a result of any alleged personal injury arising out of exposure to hazardous materials; and (iii) any present violation or notice of alleged violation by the Sellers of Environmental Law relating to or arising out of the Business.

(b) Sellers have not disposed of, spilled or leaked, hazardous waste on the real property on which the Sellers operates or has operated the Business which has resulted in contamination to such real property. None of the Sellers have received notice that it is or may be a potential liable party with respect to any disposal, emission or spill of hazardous waste in connection with the Business. To Sellers' knowledge, there are no underground storage tanks used by the Business and there is no contamination from underground storage tanks on the real property on which the Sellers operate the Business.

3.1.16 To Sellers' knowledge, Sellers presently have adequate arrangements for the supply of all raw materials necessary for conduct of the Business; the unavailability of any one existing supplier would not have a material adverse effect on the ability of the Business to continue the production of any product. The Sellers have not received notice from any current supplier or significant customer (defined, for purposes of this Section, as an entity that accounted for at least five percent (5%) of total sales or purchases by the Business for the most recent full fiscal year), of the intention of such supplier or customer to terminate its relationship with the Business.

3.1.17 Sellers are not in default under, and no condition exists that with notice or lapse of time or both would constitute a default under:

(a) any mortgage, loan agreement, indenture, evidence of indebtedness or other instrument evidencing borrowed money and relating to the Business,

to which Sellers are parties or by which they or their properties are bound;
or

(b) any judgment, order, or injunction of any court, arbitrator or governmental agency, against Sellers or the Business, which default or potential default specified in clauses (a) and (b) would affect materially and adversely the financial condition or results of operations of the Business.

3.1.18 Sellers have filed or caused to be filed, or will file or cause to be filed, in a timely manner (within any applicable extension periods) all Tax returns and reports relating to the Sellers and the Business which were required to be filed on or before the Closing and each such return and report is, or will be, complete and accurate in all material respects. All Taxes imposed upon or assessed against the Sellers and the Business, or any of their properties, assets, capital or income which are due and payable with respect to any such return have been or will be timely paid. There are no actions or proceedings with respect to any Taxes now pending or (to Sellers' knowledge) threatened against the Sellers or their partners relating to the Business, or affecting the Assets. There are no material matters under discussion between the Sellers or their shareholders or partners and any governmental authority regarding claims for additional Taxes or assessments against the Assets. There are no Tax liens upon any of the Assets and there will be no such Tax liens on any of the Assets on the Closing Date.

For purposes of this Agreement, the term "Tax" or "Taxes" shall be defined to mean and include any tax, assessment, fee or other governmental charge together

with all interest, penalties and additions imposed, with respect to any such amounts and, in the case of any refund, interest received or credited with respect to such refund.

3.1.19 Except for liabilities disclosed in this Agreement or the Schedules to this Agreement to the best of Sellers' knowledge, Sellers have (and as of the Closing shall have) no uninsured liabilities whether absolute, accrued, contingent or otherwise, which are material to the financial condition or results of operations of the Business.

3.1.20 All representations and warranties of Sellers in this Agreement are true, accurate and complete in all material respects as of the date hereof.

3.1.21 Sellers shall use their best efforts to ensure that all consents, approvals, authorizations and other requirements which must be obtained or satisfied by Sellers have been (or will have been by the Closing Date) obtained and satisfied; provided, however, that Sellers shall not be required to make any financial accommodations or other accommodations or concessions outside the ordinary course of business in order to obtain such consents or approvals.

3.1.22 The information provided and to be provided by Sellers to Buyer pursuant to this Agreement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to Buyer

pursuant hereto were or will be true and complete and accurate records of such documents.

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Sellers that:

3.2.1 Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Delaware.

3.2.2 Buyer has full power and authority and has received all corporate approvals necessary to execute, deliver and perform this Agreement; shall have on the Closing Date the cash funds required to pay the required consideration; and neither such execution nor such performance will violate the Certificate of Incorporation or By-Laws of Buyer, or, subject to obtaining such third party consents as may be required, any indenture, loan agreement, contract or instrument, order, judgment or decree to which Buyer is a party or by which it is bound. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

3.2.3 All representations and warranties of Buyer in this Agreement are true, accurate and complete in all material respects as of the date hereof and will be true, accurate and complete in all material respects as of the Closing (as if such representations and warranties are made anew as of the Closing Date).

3.2.4 Buyer shall cooperate with Sellers in Sellers' efforts to obtain all consents, approvals, authorizations and other requirements which must be obtained or satisfied by Seller.

3.2.5 Buyer and its representatives have been given access by Sellers to those books, records and personnel of Sellers requested by Buyer with respect to the conduct by Buyer of a "due diligence" review of the Business, and based on such due diligence review, Buyer has no knowledge and no reason to believe that any representation, warranty or covenant of Sellers is inaccurate, false or incapable of performance.

3.2.6 Litigation Affecting Buyer. There is no claim, action, proceeding or investigation pending or, to the best knowledge of Buyer, threatened, nor is there outstanding any writ, order, decree or injunction that (a) calls into question Buyer's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (b) would otherwise prevent or delay the transactions contemplated by this Agreement.

ARTICLE IV ACTIONS PRIOR TO CLOSING

4.1 Information to be Furnished to Buyer. During the period from the date of this Agreement to the Closing Date, Sellers shall supply to Buyer all information concerning the Business and Assets that Buyer shall reasonably request. Without limiting the generality of the foregoing and upon reasonable advance written notice to Sellers by Buyer, Sellers shall permit Buyer, its officers, agents, attorneys, accountants and other representatives to have reasonable access to the Sellers' Assets, properties, books and other records.

4.2 Conduct of the Business. From the date hereof to the Closing Date, the Sellers covenant and agree that they shall conduct the Business in the ordinary course as it

has previously been conducted, and during that period the Seller will not do any of the following in respect of the Business without the prior written approval of Buyer:

4.2.1 lease or purchase any assets or sell or otherwise dispose of or contract to sell or otherwise dispose of any assets, other than in the ordinary course of business, or encumber or contract to encumber any thereof;

4.2.2 materially modify or cancel any of the executory agreements or leases included in the Assets or enter into any commitments, agreements, leases or understandings, other than in the ordinary course of business or as may be required to renew or replace an expiring lease or exercise an expiring option or to respond to an emergency situation;

4.2.3 change the capital structure, accounting procedures or form of organization of the Business;

4.2.4 make any intra-company payment or make any intra-company charges from the Business to any shareholders or partners or affiliate, other than in the ordinary course, consistent with past practice;

4.2.5 except in the ordinary course of Business or as required by law, or by the terms of any existing agreement or plan, directly or indirectly, change the compensation or employee benefits payable or to become payable to any employee of the Business, enter into a collective bargaining agreement or increase the benefits under any program now covering employees of the Business or establish any new or modify any existing employee benefits arrangement, plan or program; or

4.2.6 make any new commitment for capital improvements or increase any

previous commitment therefor in excess of the amount set forth in the current budget.

4.3 Insurance. From the signing of this Agreement to the close of business on the Closing Date, Sellers shall, at their own expense, maintain insurance as is currently in effect: (a) on the Assets against the risk of loss or damage attributable to storm, fire, theft, burglary or riot, and shall have the risk of loss or damage attributable to storm, fire, theft, burglary or riot, and (except to the extent that Buyer receives or has the right to receive the insurance proceeds on any casualty loss with respect to any Asset, as provided by subparagraph 1.1.12) Sellers shall have the risk of loss of or damage to the Assets from all causes from the date hereof to the close of business on the Closing Date; (b) for general and products liability; (c) for interruption of business. From the signing of this Agreement to the close of business on the Closing Date, Sellers shall at their own expense, maintain general comprehensive insurance and workers compensation, as are currently in effect.

4.4 Employees. Sellers shall use their best efforts to retain until the Closing Date all current employees actively working with the Business.

ARTICLE V EMPLOYEES AND EMPLOYEE BENEFITS

5.1 Employment with Buyer. Buyer shall offer employment contracts substantially in the form of Exhibit B to the executives of the Sellers listed on Schedule 2.3.3. Such employment shall commence on the first business day after the Closing Date.

5.2 Transfer of Plan Assets. No assets of any employee benefit, pension or welfare plan maintained by Sellers shall be transferred to Buyer as a result of any of the transactions contemplated by this Agreement. Notwithstanding the foregoing, Buyer agrees that as soon as practicable following the Closing Date, Buyer shall establish a 401K savings plan which will provide for acceptance of rollover contributions from 401K savings plan accounts maintained by Sellers' employees who are hired by the Buyer.

5.3. Sellers' Benefit Plans and Employment. Sellers shall indemnify and hold Buyer harmless from any claims by or on behalf of current or former employees and their dependents and beneficiaries arising out of or relating to employment by Sellers or arising prior to the Closing Date out of or relating to any benefit plan, policy or program maintained or sponsored by Sellers, including but not limited to:

5.3.1 any defined benefit pension plan, non-qualified pension plan, defined contribution plan, or other employee welfare or benefit plan maintained for employees of Sellers;

5.3.2 Sellers' termination of, or change in the terms of employment of any employee of the Business;

5.3.3 Sellers' termination of, or change in the terms of, or failure to provide benefits under the terms of any of Sellers' benefit plans, policies or programs pursuant to which such person claims entitlement arising from service with Sellers on or before the Closing Date (except for the Benefit Hours obligations assumed by Buyer under Schedule 2.1);

5.3.4 any claims by employees or retirees of the Business, their spouses or

dependents, arising out of Sellers' failure to provide the retiree medical coverage as may be required under any plan or policy of Sellers;

5.3.5 long-term disability benefits of any of employees of the Business who are on long-term disability as of the Closing date;

5.3.6 any disability payments to which any employee of the Business who became disabled before the Closing Date may become entitled if such employee's disability continues beyond the Closing Date;

5.3.7 any expense incurred before, on or after the Closing Date in connection with a condition which has arisen and been treated on or before the Closing Date by a Sellers' retiree, employee or dependent thereof, and which involves a covered expense reimbursable under any plan, practice, policy or program of Sellers covering such retiree, employee or dependent;

5.3.8 benefits earned, or to which any employee of the Business, retiree or dependent was entitled, on the Closing Date under any plan, practice, policy or program maintained or sponsored by Sellers on or before the Closing Date.

5.4 Notice to Sellers' Employees. Sellers shall, on the Closing Date or within thirty (30) days thereafter, notify employees of the Business of the following:

5.4.1 that each respective employee has vested benefits under Sellers' defined contribution pension plan; and

5.4.2 the amount of each respective employee's account balance under Sellers' defined contribution plan.

ARTICLE VI CONDITIONS

6.1 Conditions to Obligations of both Parties. The obligations of each party hereunder may be terminated upon notice by either party to the other, and neither party shall be liable for any costs, expenses, loss of anticipated profits, or other damages incurred by the other thereby, if at any time on or prior to the Closing Date any of the following shall have occurred:

6.1.1 Buyer shall have determined that the net asset value as of Closing Date of the Assets and Assumed Liabilities shall be Two Hundred Thousand Dollars (\$200,000) or more greater than or less than \$1,903,489;

6.1.2 any governmental agency shall have initiated or threatened to initiate any action, suit or proceeding before any court or administrative body seeking to enjoin or question the legality of the consummation of the transactions contemplated hereunder and prior to the Closing Date such action, suit or proceeding has not been withdrawn, dismissed or resolved such that the transaction is permitted; or

6.1.3 If the Closing shall not have occurred by 12:01 A.M. Houston, Texas time on May 2, 1995, and neither party has tendered performance of all obligations hereunder by the close of business on such date.

6.2 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be

waived in whole or in part in writing by Sellers):

6.2.1 the representations and warranties of Buyer contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of such date (except those representations or warranties made with respect to a specific date) and all agreements and conditions to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied in all material respects;

6.2.2 at the Closing, Buyer shall have delivered to Sellers in a form previously approved by Sellers' counsel and reasonably satisfactory to Sellers:

(a) the certification of a duly authorized officer of Buyer, dated the Closing Date, that the conditions set forth in subparagraph 6.2.1 hereof have been satisfied;

(b) payment of the Cash Consideration by certified check or wire transfer of immediately available funds in accordance with paragraph 2.1;

(c) the certification of an officer of Buyer, dated the Closing Date, as to (i) all resolutions adopted by its Board of Directors pertaining to and approving the transaction contemplated by this Agreement, and (ii) the incumbency of all officers of Buyer who have executed this Agreement or any instrument or other document in connection with the transactions contemplated by this Agreement; and

(d) the Exhibits required to be delivered by Buyer under section 2.4

signed on behalf of Buyer; and

6.2.3 all proceedings to be taken in connection with the transactions contemplated by this Agreement, and all certificates, documents and instruments incidental thereto, shall be reasonably satisfactory in form and substance to Sellers and their counsel, and Sellers and its counsel shall have received copies of all such documents, resolutions and instruments as Sellers and its counsel may reasonably request in connection with such transactions.

6.3 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or before the Closing of the following conditions (any one or more of which may be waived in writing in whole or in part by the Buyer):

6.3.1 the representations and warranties of the Sellers contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of such date and all agreements and conditions to be performed and satisfied by the Sellers hereunder on or before the Closing Date shall have been duly performed and satisfied in all material respects;

6.3.2 there shall have been no material adverse change in the assets, liabilities or operations of the Business;

6.3.3 at the Closing, Sellers shall have delivered to Buyer in a form reasonably satisfactory to Buyer:

(a) the certification of a duly authorized officer of Sellers, dated the

Closing Date, that the conditions set forth in subparagraphs 6.3.1 and 6.3.2 have been satisfied;

(b) the Exhibits required to be delivered by Sellers under section 2.3, signed on behalf of Sellers;

(c) a certificate of an officer Fish Engineering & Construction Inc., dated as of the Closing Date, as to (i) all resolutions adopted by such Seller's Board of Directors pertaining to the transactions contemplated by this Agreement or any instrument or other document in connection with the transactions contemplated by this Agreement, and (ii) the incumbency of all officers of such Seller who have executed this Agreement or any instrument or other document in connection with the transactions contemplated by this Agreement;

(d) a certificate of an officer of each Seller partnership, dated as of the Closing Date, as to: (i) the fact that Sellers consummation of the transactions contemplated by this Agreement have been authorized in accordance with Sellers' respective partnership agreements; (ii) the incumbency of all officers of such Seller who have executed this Agreement or any instrument or other document in connection with the transactions contemplated by this Agreement;

(e) subject to paragraph 1.3, all consents of third parties required for the transfer of the Assets to the Buyer; and

6.3.4 all proceedings to be taken in connection with the transactions

contemplated by this Agreement, and all certificates, documents and instruments incidental thereto, shall be reasonably satisfactory in form and substance to Buyer and its counsel, and Buyer and its counsel shall have received copies of all such documents, resolutions and instruments as Buyer and its counsel may reasonably request in connection with such transactions.

ARTICLE VII INDEMNIFICATION

7.1 Survival of Representations and Warranties.

7.1.1 Except as otherwise provided in paragraph 7.1.2, the respective representations and warranties of the parties contained in this Agreement shall survive the Closing for a period of three (3) years following the Closing Date;

7.1.2 Sellers' obligations under the paragraphs 3.1.15 and 3.1.18 shall survive the Closing for the duration of the statute of limitations applicable to such claims; and

7.1.3 Notwithstanding the provisions of subparagraphs 7.1.1 and 7.1.2, if either party to this Agreement receives a third party claim prior to the expiration of the applicable indemnification period, such claim shall continue to be subject to the indemnification provisions of this Agreement provided the party receiving the claim complies with the notification provisions of paragraph 9.2.2.

7.2 Indemnification by Buyer. In addition to the indemnification provided in

paragraph 7.4, Buyer shall indemnify, defend and hold the Sellers and its affiliates harmless, from and against any loss, damage, cost and expense (including reasonable attorney fees) that Sellers may incur or suffer resulting from:

7.2.1 the inaccuracy or breach of any representation or warranty, or the breach or non-performance of any covenant or agreement, made by Buyer in this Agreement;

7.2.2 any and all claims for personal injury, death or property damage, direct or consequential, resulting from or arising out of Buyer's ownership or operation of the Business or the Assets after the Closing Date; and

7.2.3 any and all claims arising out of or connected with any of the Assumed Liabilities.

7.3 Indemnification by Sellers. In addition to the indemnification provided in paragraphs 5.3, 5.4, 7.4 and 9.6, Sellers shall indemnify, defend and hold the Buyer harmless from and against any loss, damage, cost and expense that Buyer may incur or suffer resulting from:

7.3.1 the inaccuracy or breach of any representation or warranty, or non-performance of any covenant or agreement, made by the Sellers in this Agreement;

7.3.2 all Taxes (as defined in paragraph 3.1.20 including, but not restricted to, taxes on income, sales, capital or use taxes, but excluding costs covered by paragraph 2.5) of the Sellers or their partners with respect to the operation of the

Business which relate to taxable years (or portions thereof) ending on or before the Closing Date;

7.3.3 any and all claims for personal injury, death or property damage, direct or consequential, resulting from or arising out of Sellers' ownership or operation of the Business or the Assets on or before the Closing Date;

7.3.4 matters set forth on Schedule 3.1.7; and

7.3.5 liabilities retained by Sellers under subparagraph 2.1.3.

7.4 **Brokers.** Sellers and Buyer each represents to the other that all negotiations relative to this Agreement and the transactions contemplated hereby have been carried on between them directly without the intervention of any other person or organization in such manner as to give rise to any valid claim against Sellers or Buyer for a brokerage commission, finder's fees or like payment; and further, Sellers and Buyer each hereby agrees to indemnify and hold the other harmless from and against any liability, cost or expense (including reasonable attorneys' fees) for a brokerage commission, finder's fees or like payment resulting from any action by the other in breach of the foregoing representation.

ARTICLE VIII

POST-CLOSING COVENANTS

8.1 Statement of Cash Adjustments

8.1.1 For purposes of adjusting the purchase price as provided in section 8.2, not more than twenty (20) days after the Closing Date Buyer shall deliver to Sellers a statement of cash adjustments as of the close of business on the Closing

Date (the "Statement of Cash Adjustments"), which shall be prepared by Buyer and at Buyer's expense, and shall be subject to review by Sellers and its consultants at Sellers' expense. The Statement of Cash Adjustments shall be prepared in accordance with United States generally accepted accounting principles consistently applied to the extent such principles are not in conflict with this Agreement and shall reflect the information set forth in Schedule 8.1.

8.1.2 The Statement of Cash Adjustments shall be deemed to be final, conclusive and binding upon the parties unless, within five (5) business days after its delivery to Sellers, Sellers shall give a written notice to Buyer (the "Notice") that Sellers object to any or all of the Statement of Cash Adjustments.

8.1.3 If Buyer and Sellers are unable to agree upon any disputed item set forth in the Notice within ten (10) days after Buyer's receipt thereof, the parties shall submit the unresolved item(s) for binding arbitration to the an independent accounting firm selected mutually by Buyer and Sellers. As used herein the term "Arbiter" shall mean a member of the firm selected by Buyer and Sellers who is a member of the arbitration panel of the American Arbitration Association ("AAA"). The Arbiter shall conduct the arbitration in accordance with the rules of the AAA as then in effect. The Arbiter shall consider the respective positions of the parties and shall apply U.S. GAAP in effect as of the Closing Date in formulating his opinion. To the extent that GAAP shall conflict with the provisions of this Agreement, the Arbiter shall follow the provisions of this Agreement. Within 30 days following the conclusion of the arbitration, the Arbiter shall render a written

opinion as to the valuation or calculation of the disputed items which shall be utilized to adjust (if necessary) the Statement of Cash Adjustments, and the Statement of Cash Adjustments, as adjusted in accordance with the Arbiter's written opinion, shall become final, conclusive and binding upon the parties upon delivery of such opinion to them. The fees and expenses of the Arbiter shall be shared equally by the parties.

8.2 Post-Closing Adjustment. Within seven (7) days after the Statement of Cash Adjustments becomes final, conclusive and binding in accordance with subparagraph 8.1.2 or 8.1.3, the Cash Consideration shall be increased or decreased dollar for dollar by the amount of Net Cash Flow reflected on the Statement of Cash Adjustments. The Cash Consideration as so adjusted shall hereinafter be referred to as Adjusted Cash Consideration. The difference between the Adjusted Cash Consideration and the Cash Consideration shall be paid, in U.S. Dollars to bank account(s) designated by Buyer or Sellers, as the case may be, as follows:

8.2.1 If the Adjusted Cash Consideration exceeds the Cash Consideration minus Two Hundred Thousand U.S. Dollars (\$200,000), the excess amount, plus interest on said amount accruing from and including the Closing Date to but not including the date of payment of said amount, at a rate per annum (computed on the basis of a 360-day year of twelve 30-day months) equal to the prime rate as quoted on the Closing Date by Chemical Bank (NY), shall be paid out of the funds retained by Buyer pursuant to section 2.1.2 (the "Retained Funds"). If said excess amount

plus interest exceeds the Retained Funds, Buyer shall deliver to Sellers a certified check or wire transfer of immediately available funds in the amount of the deficiency. If said excess amount plus interest is less than the Retained Funds, any amount remaining after disbursement of funds to Sellers pursuant to this section shall revert to Buyer.

8.2.2 If the Adjusted Cash Consideration is equal to or less than the Cash Consideration minus Two Hundred Thousand U.S. Dollars (\$200,000), the shortfall, if any, between the Adjusted Cash Consideration and the Cash Consideration minus Two Hundred Thousand U.S. Dollars (\$200,000), shall be paid by Sellers to Buyer by certified check or wire transfer in immediately available funds together with interest on said amount accruing and calculated on the aforesaid basis at the aforesaid rate, and the Retained Funds shall revert to Buyer.

8.3 Mutual Cooperation. Either party shall upon request provide the other with reasonable access to appropriate persons, documents or other records for use in the prosecution or defense of any legal action or claim relating to the Assets or Business. Neither party shall voluntarily undertake any course of action inconsistent with its obligations under this Agreement and each party shall cooperate, take such further action and execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement, including each party's transfer and delivery to the other, promptly upon receipt, of any cash, checks, drafts or other property which properly belongs to the other party.

8.4 Retention of Records: Post-Closing Inspection Rights. All books and records of the Business delivered to Buyer shall be retained in a secure environment for six (6) years following the Closing Date or the period required by law, whichever is greater, and, upon Sellers' prior request, shall be open for inspection by representatives of Sellers, including the Sellers' Auditors for the purpose of preparing the Closing Balance Sheet, at any time during regular business hours during such retention period. Sellers may at its expense make any copies or excerpts therefrom as it may consider necessary. The Buyer shall not dispose of or destroy any of the books and records following the retention period without first offering them in writing to the Sellers. Any disclosure of confidential information made to Sellers pursuant to this provision shall be treated by Sellers in the same manner as Sellers treats their own confidential information.

ARTICLE IX MISCELLANEOUS

9.1 Disclosure of Transaction. Subject to such disclosure as may be required of the parties by law, Sellers and Buyer shall keep this Agreement and the transactions contemplated hereby strictly confidential and neither party shall, without the other's prior consent, at any time, before the Closing, in any way disclose this Agreement or any of the transactions contemplated hereby to any person or entity other than their employees and agents on a strictly "need to know" basis; it being understood that such consent shall not be unreasonably withheld.

Further, prior to the Closing, Sellers and Buyer shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and in making any filings with any federal or state governmental or regulatory agency with respect thereto.

9.2 Indemnification Procedure. If either Sellers or Buyer, as the case may be (the "Indemnified Party"), intend to assert a claim for indemnification against the other party (the "Indemnifying Party") under any of the indemnification provisions of this Agreement, the following procedures will apply:

9.2.1 The Indemnified Party shall notify the Indemnifying Party as promptly as possible after the Indemnified Party receives notice of or otherwise has actual knowledge of a claim, and shall provide to the Indemnifying Party as soon as practicable thereafter all information and documentation in such party's custody or control which is necessary to support and verify the claim being asserted, and the Indemnifying Party shall be given access to all books and records in the possession or control of the Indemnified Party which the Indemnifying Party reasonably determines to be related to such claim.

9.2.2 Promptly after receipt by the Indemnified Party of notice of assertion of a claim by a third party or the commencement by any third party of any litigation or proceeding which might result in the Indemnifying Party becoming obligated to indemnify or make any other payment under any indemnification provisions of this Agreement, the Indemnified Party shall, if a claim in respect thereof is to be made

thereunder, notify the Indemnifying Party forthwith in writing of the assertion or commencement thereof. Failure of the Indemnified Party to give notice under subparagraphs 9.2.1 or 9.2.2 shall not relieve the Indemnifying Party from any liability which it may have pursuant to any indemnification provision hereof or otherwise, except to the extent that the Indemnifying Party is materially prejudiced thereby. Provided further, that in the event of such delay, the Indemnifying Party shall not be required to reimburse the Indemnified Party for attorney or other professional fees incurred during the period of such delay.

9.2.3 The Indemnifying Party shall have the right, within thirty (30) days after being notified pursuant to subparagraph 9.2.2 of a claim, litigation or other proceeding giving rise to an indemnification obligation on its part with respect thereto, to assume the defense of such claim, litigation or proceeding with counsel appointed by the Indemnifying Party, provided that (i) it shall be a condition precedent to the Indemnifying Party's right to assume such defense that the Indemnifying Party admits its indemnification obligation with respect thereto, (ii) unless and until the Indemnifying Party shall assume such defense pursuant to this subparagraph 9.2.3, the Indemnified Party shall have the right to conduct and control the defense of such litigation or proceeding (including the settlement thereof if such settlement is made only after expiration of the thirty (30) day notification period referred to immediately above) without the Indemnifying Party's consent, and (iii) if the Sellers determine that any asserted liability for Tax subject to indemnification pursuant to subparagraph 7.3.2 should be paid and a claim for refund subsequently

filed, the Sellers shall provide the Indemnified Party with sufficient funds on an interest-free basis to pay any such Tax which is required to be paid in order to proceed with such claim for refund.

9.2.4 To the extent that the settlement of any such claim, litigation or proceeding, the defense of which has been assumed by the Indemnifying Party, involves the payment of money, the Indemnifying Party shall have the right to settle those aspects dealing only with the payment of money, but the Indemnifying Party shall not, in connection with any such defense or settlement, enter into a consent decree involving injunctive relief or consent to any injunction without the Indemnified Party's prior written consent.

9.3 Survival. The provisions of paragraphs 2.1, 2.5, Articles V, VII and VIII, and IX of this Agreement shall survive the Closing.

9.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, but shall not be assignable by either party without the prior written consent of the other, provided however, Buyer may freely assign all rights and obligations of Buyer to any corporation controlled by, controlling or in common control with Buyer; provided, however, that Buyer shall remain liable under the terms of this Agreement.

9.5 Termination of Agreement.

9.5.1 This Agreement shall terminate automatically, or upon notice by either party, in accordance with the provisions of paragraph 6.1.

9.5.2 If any condition precedent (as specified in paragraph 6.2 with respect to Sellers or 6.3 with respect to Buyer) to either party's obligations hereunder has not been satisfied, on or before the Closing Date, or within 30 days thereafter, and if such condition has not been waived by Sellers or Buyer, as the case may be, such party may terminate this Agreement upon written notice delivered to the other party.

9.5.3 Upon any termination under this paragraph 9.5, this Agreement shall become null and void and have no further effect, and neither party shall have any liability or obligation to the other, except pursuant to paragraph 7.4, provided, however, that nothing herein will relieve either party from liability for its breach of this Agreement and for purpose of asserting any claims under paragraph 7.4, paragraph 9.2 shall survive the termination of this Agreement pursuant to this paragraph.

9.6 Bulk Sales Law Compliance. The Buyer hereby waives the requirement of Sellers' compliance with the provisions of the Bulk Sales law of any State in the United States, if applicable to the sale of the Assets, and the Sellers shall indemnify and hold the Buyer harmless from any liability incurred as a result of the failure to so comply.

9.7 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas (without reference to the

conflicts of law rules).

9.8 Headings. The headings of the articles and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

9.9 Complete Agreement. This Agreement and the Schedules and Exhibits attached hereto and which are hereby incorporated by reference herein, contains the entire agreement between Buyer and Sellers, superseding all prior agreements (including but not limited to the Letter of Agreement dated March 23, 1995) whether oral or written between the parties with respect to the Business and the Assets. In the event of any inconsistency between the terms of this Agreement and any of the Schedules or Exhibits, this Agreement shall be controlling.

9.10 Amendments. This Agreement may not be modified, supplemented or amended except by a written instrument signed by authorized representatives of both parties and referring specifically to this Agreement. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9.11 Notices. All notices provided in connection with this Agreement shall be in writing and shall be given by Federal Express or other reputable next day courier service or U.S. mail, postage prepaid, certified or registered, return receipt requested. Each notice

shall be addressed to the party at the address set forth below or at such other address as a party shall provide by notice to the other party. Notice shall be deemed effective upon receipt.

If to Sellers, to: Fish Engineering & Construction, Inc.
c/o KTI Fish Inc.
1990 Post Oak Boulevard, Suite 200
Houston, Texas 77056-3846
Attn: C.K. Mann

If to Buyer, to: Kinetics Technology International Corporation
650 Cienega Avenue
San Dimas, California 91773
Attn: General Counsel

9.12 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of Sellers and Buyer.

9.13 Disclaimer of Third Party Rights. Nothing contained in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first above written.

**FISH ENGINEERING &
CONSTRUCTION, INC.**

By: Gerald L. Turner Jr.

Name: GERALD L. TURNER, JR.
Title: SR. VICE PRESIDENT

**KINETICS TECHNOLOGY
INTERNATIONAL CORPORATION**

By: David J. Baker

Name: DAVID J. BAKER
Title: PRESIDENT

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: Gerald L. Turner Jr.

Name: GERALD L. TURNER, JR.
Title: SR. VICE PRESIDENT

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: Gerald L. Turner Jr.

Name: GERALD L. TURNER, JR.
Title: SR. VICE PRESIDENT

COPYCATS PRINTING LTD.

By: Fish Engineering & Construction, its General Partner

By: Gerald L. Turner Jr.

Name: GERALD L. TURNER, JR.
Title: SR. VICE PRESIDENT

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POOR QUALITY ORIGINAL

EXHIBIT A-1

SELLERS' COVENANT NOT TO COMPETE

This Covenant Not To Compete ("Covenant"), is dated May 1, 1995 between FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD., (collectively, "Sellers") and KINETICS TECHNOLOGY INTERNATIONAL CORPORATION, a Delaware corporation ("Buyer").

WHEREAS, simultaneously with the execution and delivery of this Covenant, Buyer is acquiring from Seller pursuant to an Agreement of Purchase and Sale dated April 26, 1995 (the "Agreement of Sale"), certain assets of Sellers.

WHEREAS, in connection with said acquisition, Buyer desires to obtain an agreement from Sellers that Sellers will not compete with Buyer or its affiliates for a period of five (5) years in the Business as defined herein;

NOW, THEREFORE, in consideration of the sum of Ten U.S. Dollars (US\$ 10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Definitions.**

1.1 The capitalized terms used in this Covenant shall have the same meaning as set forth in the Agreement of Sale, unless otherwise specified herein.

1.2 The term "Seller Entity" shall mean Sellers or any corporation or entity directly or indirectly controlled by, controlling or in common control with Sellers.

2. Covenant Not To Compete.

2.1 Sellers agree that, for the period of time extending from the Closing Date to the fifth anniversary of the Closing Date no Seller Entity will directly or indirectly compete in the Business in the United States, Canada, Mexico, Thailand, Argentina and Venezuela. Notwithstanding the foregoing, the restriction on competition with respect to copying and printing business shall apply to the City of Houston only.

2.2 Sellers acknowledge and agree that the scope of this Covenant is reasonable and necessary in order to protect the interests of the Business and Buyer sought to be protected hereby.

3. Modification.

While the restrictions set forth in Article 2 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly it is hereby agreed that, if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the parties or for any other reason, but would be valid if part of the wording thereof were deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, such restrictions shall apply with such modifications as may be necessary to make them valid and effective.

4. Damages.

Both parties acknowledge and agree that any breach of the provisions of Article 2 hereof will cause the offended party irreparable injury and damage, for which the offended party cannot adequately be compensated in damages, and that the offended party shall be entitled to seek

injunctive and/or other equitable relief to prevent any anticipatory or continuing breach of this Covenant, or any part thereof, and to secure its enforcement. Nothing herein shall be construed as a waiver by the offended party of any right to monetary damages by reason of any injury to its property, business or reputation or otherwise arising out of any wrongful act or omission under this Covenant.

5. Law.

The parties agree that this Covenant, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of Harris County, Texas, without giving effect to principles of conflicts of law thereunder. Each of the parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Covenant shall be brought exclusively in any Federal or state court within the Harris County, Texas, (ii) by execution and delivery of this Covenant, irrevocably submits to and accepts, with respect to any such action or proceeding, for itself and in respect of its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights it may have to object to such jurisdiction under the constitution or laws of the State of Texas or the Constitution of the United States or otherwise, and (iii) irrevocably consents that service of process upon it in any such action or proceeding shall be valid and effective against it if made in the manner provided in the Agreement.

6. Term.

This Covenant shall terminate at the end of the five (5) year period immediately following the Closing Date.

7. Solicitation of Employees.

Sellers agree that during the period of time extending from the Closing Date and ending on the second anniversary of the Closing Date, they (and others controlled by, controlling or in common control with them) shall not solicit the employment of any employee of the Buyer.

8. Waivers and Modifications.

It is understood that this instrument contains the entire agreement between the parties hereto relating to noncompetition in the Business. No party shall be bound by any agreements, covenants or warranties made by its agents or employees or any other person, unless such agreements, covenants or warranties shall be reduced to writing and signed by such party.

9. Assignability.

This Covenant and any modification thereof may be assigned by either party.

10. Parties in Interest.

This Covenant shall inure to the benefit of the parties and shall be binding on the respective successors and assignees of Sellers and Buyer by merger or operation of law.

EXECUTED as of the day and year first above written.

KINETICS TECHNOLOGY INTERNATIONAL CORPORATION

By: 

Name: DAVID J. BAKER

Title: PRESIDENT

FISH ENGINEERING & CONSTRUCTION, INC.

By: 

Name: GERRY L. TURNER

Title: SR. VICE PRESIDENT

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: 

Name: GERRY L. TURNER

Title: SR. VICE PRESIDENT

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: 

Name: GERRY L. TURNER

Title: SR. VICE PRESIDENT

COPYCATS PRINTING, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: 

Name: GERRY L. TURNER

Title: SR. VICE PRESIDENT

EXHIBIT A-1

SELLERS' COVENANT NOT TO COMPETE

This Covenant Not To Compete ("Covenant"), is dated May 1, 1995 between FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD., (collectively, "Sellers") and KINETICS TECHNOLOGY INTERNATIONAL CORPORATION, a Delaware corporation ("Buyer").

WHEREAS, simultaneously with the execution and delivery of this Covenant, Buyer is acquiring from Seller pursuant to an Agreement of Purchase and Sale dated April 26, 1995 (the "Agreement of Sale"), certain assets of Sellers; and

WHEREAS, in connection with said acquisition, Buyer desires to obtain an agreement from Sellers that Sellers will not compete with Buyer or its affiliates for a period of five (5) years in the Business as defined herein;

NOW, THEREFORE, in consideration of the sum of _____ U.S. Dollars (US\$_____) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Definitions.

1.1 The capitalized terms used in this Covenant shall have the same meaning as set forth in the Agreement of Sale, unless otherwise specified herein.

1.2 The term "Seller Entity" shall mean Sellers or any corporation or entity directly or indirectly controlled by, controlling or in common control with Sellers.

2. Covenant Not To Compete.

2.1 Sellers agree that, for the period of time extending from the Closing Date to the fifth anniversary of the Closing Date no Seller Entity will directly or indirectly compete in the Business in the United States, Canada, Mexico, Thailand, Argentina and Venezuela. Notwithstanding the foregoing, the restriction on competition with respect to copying and printing business shall apply to the City of Houston only.

2.2 Sellers acknowledge and agree that the scope of this Covenant is reasonable and necessary in order to protect the interests of the Business and Buyer sought to be protected hereby.

3. Modification.

While the restrictions set forth in Article 2 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly it is hereby agreed that, if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the parties or for any other reason, but would be valid if part of the wording thereof were deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, such restrictions shall apply with such modifications as may be necessary to make them valid and effective.

4. Damages.

Both parties acknowledge and agree that any breach of the provisions of Article 2 hereof will cause the offended party irreparable injury and damage, for which the offended party cannot

adequately be compensated in damages, and that the offended party shall be entitled to seek injunctive and/or other equitable relief to prevent any anticipatory or continuing breach of this Covenant, or any part thereof, and to secure its enforcement. Nothing herein shall be construed as a waiver by the offended party of any right to monetary damages by reason of any injury to its property, business or reputation or otherwise arising out of any wrongful act or omission under this Covenant.

5. Law.

The parties agree that this Covenant, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of Harris County, Texas, without giving effect to principles of conflicts of law thereunder. Each of the parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Covenant shall be brought exclusively in any Federal or state court within the Harris County, Texas, (ii) by execution and delivery of this Covenant, irrevocably submits to and accepts, with respect to any such action or proceeding, for itself and in respect of its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights it may have to object to such jurisdiction under the constitution or laws of the State of Texas or the Constitution of the United States or otherwise, and (iii) irrevocably consents that service of process upon it in any such action or proceeding shall be valid and effective against it if made in the manner provided in the Agreement.

6. Term.

This Covenant shall terminate at the end of the five (5) year period immediately following the Closing Date.

7. Solicitation of Employees.

Sellers agree that during the period of time extending from the Closing Date and ending on the second anniversary of the Closing Date, they (and others controlled by, controlling or in common control with them) shall not solicit the employment of any employee of the Buyer.

8. Waivers and Modifications.

It is understood that this instrument contains the entire agreement between the parties hereto relating to noncompetition in the Business. No party shall be bound by any agreements, covenants or warranties made by its agents or employees or any other person, unless such agreements, covenants or warranties shall be reduced to writing and signed by such party.

9. Assignability.

This Covenant and any modification thereof may be assigned by either party.

10. Parties in Interest.

This Covenant shall inure to the benefit of the parties and shall be binding on the respective successors and assignees of Sellers and Buyer by merger or operation of law.

EXECUTED as of the day and year first above written.

KINETICS TECHNOLOGY INTERNATIONAL CORPORATION

By: _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

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EXHIBIT A-2

SELLERS' COVENANT NOT TO COMPETE

This Covenant Not To Compete ("Covenant"), is dated May 1, 1995 between James Boyd and Bettie Boyd, (collectively, "Sellers") and KINETICS TECHNOLOGY INTERNATIONAL CORPORATION, a Delaware corporation ("Buyer").

WHEREAS, simultaneously with the execution and delivery of this Covenant, Buyer is acquiring from Fish Engineering & Construction, Inc., Fish Engineering & Construction Partners, Ltd., Fish Administrative Partners, Ltd. and Copycats Printing, Ltd. pursuant to an Agreement of Purchase and Sale dated April 26, 1995 (the "Agreement of Sale"), certain assets; and

WHEREAS, in connection with said acquisition, Buyer desires to obtain an agreement from Sellers that Sellers will not compete with Buyer or its affiliates for a period of four (4) years in the Business as defined herein;

NOW, THEREFORE, in consideration of the sum of _____ U.S. Dollars (US\$_____) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Definitions.

1.1 The capitalized terms used in this Covenant shall have the same meaning as set forth in the Agreement of Sale, unless otherwise specified herein.

1.2 The term "Seller Entity" shall mean Sellers or any corporation or entity directly or indirectly controlled by, controlling or in common control with Sellers.

2. **Covenant Not To Compete.**

2.1 Sellers agree that. for the period of time specified in Article 6 no Seller Entity will directly or indirectly compete in the Business in the United States, Canada, Mexico, Thailand, Argentina and Venezuela. Notwithstanding the foregoing, Sellers or any Seller Entity may engage in the printing or reprographic service business.

2.2 Sellers acknowledge and agree that the scope of this Covenant is reasonable and necessary in order to protect the interests of the Business and Buyer sought to be protected hereby.

3. **Modification.**

While the restrictions set forth in Article 2 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly it is hereby agreed that, if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the parties or for any other reason, but would be valid if part of the wording thereof were deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, such restrictions shall apply with such modifications as may be necessary to make them valid and effective.

4. **Damages.**

Both parties acknowledge and agree that any breach of the provisions of Article 2 hereof will cause the offended party irreparable injury and damage, for which the offended party cannot adequately be compensated in damages, and that the offended party shall be entitled to seek

injunctive and/or other equitable relief to prevent any anticipatory or continuing breach of this Covenant, or any part thereof, and to secure its enforcement. Nothing herein shall be construed as a waiver by the offended party of any right to monetary damages by reason of any injury to its property, business or reputation or otherwise arising out of any wrongful act or omission under this Covenant.

5. Law.

The parties agree that this Covenant, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of Harris County, Texas, without giving effect to principles of conflicts of law thereunder. Each of the parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Covenant shall be brought exclusively in any Federal or state court within the Harris County, Texas, (ii) by execution and delivery of this Covenant, irrevocably submits to and accepts, with respect to any such action or proceeding, for itself and in respect of its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocably waives any and all rights it may have to object to such jurisdiction under the constitution or laws of the State of Texas or the Constitution of the United States or otherwise, and (iii) irrevocably consents that service of process upon it in any such action or proceeding shall be valid and effective against it if made in the manner provided in the Agreement.

6. Term.

This Covenant shall terminate at the end of the four (4) year period immediately following the Closing Date.

7. Solicitation of Employees.

Sellers agree that during the period of time extending from the Closing Date and ending on the second anniversary of the Closing Date, they (and others controlled by, controlling or in common control with them) shall not solicit the employment of any employee of the Buyer.

8. Waivers and Modifications.

It is understood that this instrument contains the entire agreement between the parties hereto relating to noncompetition in the Business. No party shall be bound by any agreements, covenants or warranties made by its agents or employees or any other person, unless such agreements, covenants or warranties shall be reduced to writing and signed by such party.

9. Assignability.

This Covenant and any modification thereof may be assigned by either party.

10. Parties in Interest.

This Covenant shall inure to the benefit of the parties and shall be binding on the respective successors and assignees of Sellers and Buyer by merger or operation of law.

EXECUTED as of the day and year first above written.

KINETICS TECHNOLOGY INTERNATIONAL CORPORATION

By: _____

Name: _____

Title: _____

James Boyd

Bettie Boyd

BPHOU2\150710.02

EXHIBIT B

EMPLOYMENT AGREEMENT

AGREEMENT made this 1st day of May, 1995, by and between KTI FISH INC., a Delaware corporation (the "Company"), and G. Turner ("Executive").

W I T N E S S E T H:

WHEREAS, Executive was a shareholder and partner of Fish Engineering & Construction Partners, Ltd. and certain of its affiliates ("FECF"); and

WHEREAS, the Company is a wholly owned subsidiary of Kinetics Technology International Corporation, ("KTI"), and is acquiring substantially all of the assets and business of FECF, concurrently herewith pursuant to the terms of an asset purchase agreement dated April 26, 1995 (collectively the "Purchase Agreement"); and

WHEREAS, as a result of such acquisition, the Company will be engaged in the business of engineering, design and construction of natural gas, chemical, petrochemical and refinery plants and facilities; and

WHEREAS, the Company desires to employ Executive and Executive is willing to undertake such employment on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Employment; Duties.** Effective as of the "Commencement Date," as hereinafter defined, the Company shall employ Executive as President of the Company and to perform such duties incidental thereto and such other duties as the Chief Executive Officer of the Company shall reasonably assign consistent with such office. In such capacity, Executive will exercise chief operating authority over the Company's operations and activities, subject to the requirement that Executive shall report to and be subject to the direction and control of the Chief Executive Officer of the Company and its Board of Directors. During Executive's employment hereunder he shall be headquartered at the Company's offices in Harris County, Texas. In no event shall Executive be required to move his place of residence out of Harris County, Texas.

2. **Acceptance and Loyalty.** Executive hereby accepts such employment and agrees that throughout the period of his employment hereunder, he will devote his full time, attention, knowledge and skills, faithfully, diligently and to the best of his ability, in furtherance of the business of the Company and will perform the duties assigned to him pursuant to Section 1 hereof. Executive shall perform all duties and responsibilities in a professional manner consistent with the skill, competence and efficiency expected of a Chief Operations Officer and subject to the direction and control of the Chief Executive Officer of the Company and its Board of Directors. Executive will do such traveling as may be reasonably required of him in the performance of his obligations hereunder. Executive shall at all times be subject to, observe and

carry out such rules, regulations, policies, directions and restrictions as the Company shall from time to time establish and as to which Executive is notified. During his employment hereunder, Executive shall not, without the written approval of the Board of Directors first had and obtained in each instance, directly or indirectly, accept employment or compensation from or perform services of any nature for, any business enterprise other than the Company or any of its subsidiaries or affiliates except that, subject to the restrictions of Section 8, Executive may continue his relationship with FECP provided, however, that such relationship and services do not interfere with or detract from Executive's obligations under this agreement to the Company. During Executive's employment hereunder, Executive shall not be entitled to additional compensation for serving in any office, including as a director, of the Company or any of its subsidiaries or affiliates to which he may be elected.

3. **Term.** Executive's employment and the term of this agreement shall commence on May 1, 1995, (the "Commencement Date") and continue for a period of 1 year thereafter (the "Termination Date") subject to the provisions for termination as provided in Section 7 below.

4. **Compensation.** As full compensation for his services hereunder and in consideration of the provisions of Section 11 hereof, the Company shall pay Executive a salary at the rate of _____ (\$_____) Dollars per annum during the term of this agreement. Executive's salary shall be payable in equal installments in accordance with the Company's normal payroll policy, subject to normal payroll taxes and withholding requirements.

5. **Employee Benefits.** Executive shall be entitled to participate to the extent he is eligible in all retirement, hospitalization, vacation, insurance (including disability insurance) or other similar employee benefits generally available to executives of the Company, provided, however that the Company shall be under no obligation to establish or maintain any particular benefits or any particular employee benefit plans other than as provided in the April 24, 1995 memorandum to Executive from D. Baker.

6. **Reimbursable Expenses.** The Company shall reimburse Executive for all out-of-pocket expenses reasonably incurred by him in connection with the performance of his duties hereunder and the business of the Company upon the submission to the Company of appropriate receipts and/or other documentation consistent with Company policy.

7. **Termination.**

7.1 The Company may terminate Executive's employment hereunder and remove him as an officer of the Company immediately by written notice to Executive for any of the following reasons: (a) commission of any act of fraud or gross negligence by Executive in the course of his employment; (b) willful and material misrepresentation at any time during the term hereof by Executive to the Chief Executive Officer or Board of Directors of the Company; (c) willful failure, willful refusal or willful neglect by Executive to comply with any of his material obligations hereunder which conduct continues uncured after Executive has received written warning thereof from the Chief Executive Officer of the Company or Board of

Directors that Executive's services will be terminated; (d) willful disregard of the authority of the Board of Directors, dishonesty, habitual drunkenness or excessive absenteeism not related to illness which conduct continues uncured after due warning in writing from the Chief Executive Officer or Board of Directors that Executive's services will be terminated; (e) engagement by Executive in any act, whether with respect to his employment or otherwise, which constitutes a felony violation of the criminal laws of the United States or any state thereof or any similar foreign law to which he may be subject; (f) death or disability (defined as unable to perform Executive's duties hereunder due to physical or mental disability for a period of three consecutive months) of Executive or (g) acts, conduct or reputation of Executive which hinder, limit or prohibit the ability of the Company or any of its affiliates from applying or qualifying for, obtaining, maintaining or renewing any license, permit or contract related to their businesses or proposed businesses.

7.2 Notwithstanding the termination of Executive's employment hereunder, the Company's obligation to pay Executive's salary under Section 4 hereof shall continue until the Termination Date, unless it is ultimately determined in arbitration under this agreement or by a court of competent jurisdiction, and such determination is final and nonappealable, that Executive's conduct constituted fraud or a felony. In such event Executive's employment shall be deemed for all purposes to have been terminated for cause and the Company shall have no obligation to continue to pay Executive's salary under Section 4 following the date of such termination and Executive shall refund to the Company the payments made by the Company to Executive under Section 4 after the effective date of his termination.

7.3 Notwithstanding the Company's continuing obligation to make payments under Section 4 until the Termination Date following Executive's termination of employment under certain circumstances, if such termination is by reason of clauses (b), (c) or (d) of Section 7 then for all purposes Executive's employment shall be deemed to have been terminated for cause.

8. Restrictive Covenants.

In consideration of the compensation and benefits payable under this agreement including the continuation under certain circumstances of salary payments until the Termination Date notwithstanding termination of employment, Executive shall not, during the term of this agreement and for a period of two years thereafter.

8.1 In the United States, Canada, Mexico, Thailand, Argentina and Venezuela (collectively the "Territory"), act in concert with employees, representatives, agents, independent contractors or other persons engaged in business with the Company or KTI or any of KTI's affiliated companies for the purpose of organizing any business activity competitive with that of the Company or KTI or any of its KTI's affiliated companies; or

8.2 without the prior written approval of the Board of Directors of the Company, directly or indirectly, through any other person, firm, partnership, corporation or other entity, solicit, raid, entice, hire, induce or seek to influence any person that presently is or at any time during the term hereof shall be an employee of the Company to become employed by any other person, firm, partnership, corporation or other entity, and Executive shall not knowingly assist or induce any such person, firm, partnership, corporation or other entity in taking such action; or

8.3 in the Territory, (i) directly or indirectly own, manage, operate, join, control, participate in, invest in, be employed by, render service to or otherwise be connected with in any manner, whether as an officer, director, employee, partner, investor, consultant, shareholder or otherwise, any business entity engaged in the business as set forth in the third "WHEREAS" of this agreement, or in any other business engaged in by the Company, or (ii) for himself or on behalf of any other person, firm, partnership, corporation or other entity, call on any customer, supplier, licensee or licensor of the Company, for the purpose of soliciting, diverting, taking away such customer, supplier, licensor or licensee from the Company or otherwise interfering with the Company's relationship with such customer, supplier, licensee or licensor.

8.4 while the restrictions set forth in Section 8 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons unforeseen, and accordingly it is hereby agreed that, if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the parties or for any other reason, but would be valid if part of the wording thereof were deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, such restrictions shall apply with such modifications as may be necessary to make them valid and effective.

8.5 the restrictions contained in 8.3 of this section shall not apply if the Company terminates the Executive for business or economic reasons unrelated to the Executives performance after the initial one year term; nothing in this section releases Executive from the restrictions contained in 8.1 and 8.2, regardless of the reason for termination.

Nothing contained in this agreement shall be deemed to prohibit Executive from investing his funds in and receiving dividends or other investment income from securities of a company if the securities of such company are listed for trading on a national stock exchange or in the over-the-counter market and Executive's holdings therein represent less than five (5%) percent of the total number of shares or principal amount of other securities of such company outstanding.

9. Confidentiality Agreement.

9.1 As used herein, the term "Confidential Information" shall mean any and all information of the Company and of its affiliates (for purposes of this Section 9, the Company's affiliates shall be deemed included within the meaning of the "Company"), including, but not limited to, all data, compilations, programs, devices, strategies, or methods concerning or

related to (i) the Company's finances, financial condition, results of operations, employee relations, amounts of compensation paid to officers and employees and any other data information relating to the internal affairs of the Company and its operations; (ii) the terms and conditions (including prices) of sales and offers of sales of the Company's products and services; (iii) the terms, conditions and current status of the Company's agreements and relationship with any customer, supplier, licensee or licensor; (iv) the customer and supplier lists and the identities and business preferences of the Company's actual and prospective customers, suppliers, licensees and licensors or any employee or agent thereof with whom the Company communicates; (v) the trade secrets, manufacturing and operating techniques, price data, costs, methods, systems, plans, procedures, formulas, processes, hardware, software, machines, inventions, designs, drawings, artwork, blueprints, specifications, tools, skills, ideas, and strategic plans possessed, developed, accumulated or acquired by the Company; (vi) any communications between the Company, its officers, directors, stockholders, or employees, and any attorney retained by the Company for any purpose, or any person retained or employed by such attorney for the purpose of assisting such attorney in his or her representation of the Company; (vii) any other information and knowledge of a proprietary nature acquired by the Company from FECP; (viii) the abilities and specialized training or experience of others who as employees or consultants of the Company during the term hereof have engaged in the design or development of any such products; and (ix) any other matter or thing, whether or not recorded on any medium, (a) by which the Company derives actual or potential economic value from such matter or thing being not generally known to other persons or entities who might obtain economic value from its disclosure or use, or (b) which gives the Company an opportunity to obtain an advantage over its competitors who do not know or use the same.

9.2 Confidential Information shall not include information (i) generally known through lawful means to others engaged in the same trade or business; (ii) part of public knowledge or (iii) received by Executive from a third party (other than FECP or one of its affiliates) who was not bound by a confidentiality agreement and who obtained such information through lawful means.

9.3 Executive acknowledges and agrees that the Company is engaged in highly competitive businesses and has expended, or will expend, significant sums of money and has invested, or will invest, a substantial amount of time to acquire, develop and maintain the secrecy of the Confidential Information. The Company has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop a extensive reputation and to establish long-term business relation with its suppliers, customers and others. If such Confidential Information were disclosed to another person or entity or used for the benefit of anyone other than the Company, the Company would suffer irreparable harm, loss and damage. Accordingly, Executive acknowledges and agrees that, unless the Confidential Information becomes publicly known through legitimate origins not involving a act or omission by Executive:

- (i) The Confidential Information is, and at all times hereafter shall remain, the sole property of the Company;

- (ii) Executive shall use his best efforts to guard and protect the Confidential Information from disclosure to any competitor, customer, supplier, licensee or licensor of the Company or any other person, firm, corporation or other entity and will not disclose such information except to the extent and appropriate for the legitimate purposes of the Company or such disclosure is with the express written consent of the Chairman of the Board; and
- (iii) Unless the Company gives Executive prior express written permission, during his employment and thereafter, Executive shall not at any time use for his own benefit, or divulge to any competitor or customer or any other person, firm, corporation, or other entity, any of the Confidential Information which Executive may obtain, learn about, develop or been trusted with as a result of Executive's employment by the Company or FECF.

9.4 Executive also acknowledges and agrees that all documentary and tangible Confidential Information including, without limitation, such Confidential Information as Executive has committed to memory, is supplied or made available by the Company to the Executive solely to assist him in performing his services under this agreement. Executive further agrees that after his employment with the Company terminates for any reason:

- (i) Executive shall not remove from the property of the Company and shall immediately return to the Company, all documentary or tangible Confidential Information in his possession, custody, or control and not make or keep any copies, notes, abstracts, summaries, tapes or other record of any type of Confidential Information; and
- (ii) Executive shall immediately return to the Company any and all other property of the Company in his possession, custody or control, including, without limitation, any and all keys, security cards, passes, credit cards and marketing literature.

10. **Invention Disclosure.** Executive agrees to disclose to the Company promptly and fully all ideas, inventions, concepts, discoveries, developments, programs or improvements ("Inventions") that may be made or conceived by him and all Intellectual Material (as defined below) that may be created or developed by him (whether such inventions and Intellectual Material are developed solely by him or jointly with others) during his employment by the Company which either (i) in any way are connected with or related to the actual or known to Executive to be contemplated business, work, research, or undertakings of the Company or (ii) result from or are suggested by any task, project, or work that he may do for, in connection with, or on behalf of the Company. Executive agrees that such Inventions and Intellectual Material shall become the sole and exclusive property of the Company and Executive hereby assigns to the Company, all of his rights to any such Inventions and Intellectual Material. As

used herein, "Intellectual Material" shall include, but shall not be limited to, trade names, trademarks and service marks. With respect to Inventions and Intellectual Material, Executive shall during the period of this employment hereunder and from time to time thereafter: (a) execute all documents required by the Company for vesting in the Company or any of its affiliates the entire right, title and interest in and to the same, (b) execute all documents requested by the Company for filing and prosecuting such applications for patents, trademarks and/or copyrights as the Company, in its sole discretion, may desire to prosecute, and (c) give the Company all assistance it reasonably requires, including the giving of testimony in any suit, action or proceeding, in order to obtain, maintain and protect the Company's right therein and thereto. If any such assistance is required following the term of this agreement, the Company shall reimburse Executive for his lost wages or salary and the reasonable expenses incurred by him in rendering such assistance. Anything contained in this section does not apply to an Invention for which no equipment, supplies, facilities, or trade secret information of the Company or its affiliates was used and which was developed entirely on the Executive's own time, unless the Invention relates (i) to the business of the Company or its affiliates or (ii) to the Company's actual or demonstrably anticipated research or development, or the Invention results from any work performed by Executive for the Company.

11. **Remedies.** The parties hereto acknowledge that Executive's services are of a special, unique, extraordinary and intellectual character which gives him peculiar value and that the business of the Company and its affiliates is highly competitive and that violation of any of the covenants provided in Sections 8, 9 and 10 of this agreement would cause immediate, immeasurable and irreparable harm, loss and damage to the Company not adequately compensable by a monetary award. Executive acknowledges that the time, geographical area and scope of activity restrained by the provisions of Sections 8, 9 and 10 are reasonable and do not impose a greater restraint than is necessary to protect the goodwill of the Company's business. In the event of any such breach or threatened breach by Executive of any one or more of such covenants, the Company shall be entitled to such equitable and injunctive relief as may be available to restrain Executive and any business, firm, partnership, individual, corporation or entity participating in such breach or threatened breach from the violation of the provisions hereof. Executive further agrees that any temporary restraining order or emergency, preliminary or final injunctions may be issued by any court of competent jurisdiction. To the fullest extent permitted by law, Executive hereby waives any right to require the posting of a bond as a condition to the issuance or maintenance of such order or injunction and agrees that any such order or injunction may be entered and maintained without the posting of a bond. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and the immediate termination of the employment of Executive hereunder.

12. **Entire Agreement.** This agreement constitutes the entire agreement of the parties hereto with respect to Executive's employment with the Company and no amendment or modification hereof shall be valid or binding unless made in writing and signed by the party against whom enforcement thereof is sought.

13. **Notices.** Any notice required, permitted or desired to be given pursuant to any of the provisions of this agreement shall be deemed to have been sufficiently given or served for all purposes if delivered in person or sent by telephone facsimile or sent by certified mail, return receipt requested, or sent by responsible overnight delivery service, postage and fees prepaid, to the parties hereto at their respective address set forth below. Either of the parties hereto may at any time and from time to time change the address to which notice shall be sent hereunder by notice to the other party given under this Section 13. The date of the giving of any notice sent by mail shall be three business days following the date of the posting of the mail, if delivered in person, the date delivered in person, if sent by overnight delivery service, the next business day following delivery to an overnight delivery service or if sent by telephone facsimile, the date sent by telephone facsimile.

If to the Company:

c/o David J. Baker, CEO
KTI FISH INC.
3 Post Oak Central
1990 Post Oak Blvd.
Suite 200
Houston, TX 77056-3847
Telephone Facsimile: (713) 621-8300/(713) 960-6201

If to Executive:

Gerry L. Turner
2510 Lake Gardens Court
Kingwood, TX 77339

14. **No Assignment.** Neither this agreement nor the right to receive any payments hereunder may be assigned by Executive. This agreement may not be assigned by the Company. This agreement shall be binding upon Executive, his heirs, executors and administrators and upon the Company, its successors and assigns.

15. **No Waiver.** No course of dealing nor any delay on the part of the Company in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach of this agreement shall be deemed a continuing waiver or a waiver of any other breach or default.

16. **Governing Law.** This agreement shall be governed, interpreted and construed in accordance with the substantive laws of the State of Texas, applicable to agreements entered into and to be performed entirely therein.

17. **Arbitration.** The parties will arbitrate any dispute, claim or controversy relating to or arising out of this agreement and Executive's employment hereunder. Any party may initiate arbitration by giving written notice to the other party of an intention to arbitrate and by

filing with the regional office of the American Arbitration Association located in Houston, Texas, three copies of such notice and three copies of this agreement together with the appropriate filing fee. Such notice shall contain a statement setting forth the nature of the dispute and the remedy sought. The arbitration shall be conducted before a single arbitrator elected by the parties from the Panel of Arbitrators with expertise in the chemical engineering design and construction industry submitted to the parties by the American Arbitration Association. The arbitration shall be conducted in Houston, Texas in accordance with the rules of the American Arbitration Association in effect at the time the notice to arbitrate is served. The arbitrator's decision will be final and binding on the parties. The arbitrator may grant any legal and/or equitable relief to which a party may be entitled under the law or legal theory under which the party seeks relief. The award shall not serve as precedent or authority in any subsequent proceeding provided that if the losing party should fail to comply with the award, the prevailing party may apply to any court having jurisdiction for an order confirming the award in accordance with applicable law. Unless otherwise required by law or court orders, the substance of any arbitration proceedings pursuant hereto, including the content and result of the award, shall be kept confidential by all parties and by the arbitrator. The fact that such a proceeding exists or that an award has been rendered, need not be kept confidential. Each party shall bear its own costs of the proceeding, including costs of witnesses. The compensation of the arbitrator and any other costs of the proceeding shall be shared equally by Executive and the Company.

18. **Severability.** If any clause, paragraph, section or part of this agreement shall be held or declared to be void, invalid or illegal, for any reason, by any arbitrator or court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or affect any other clause, paragraph, section or part of this agreement. The parties intend that all clauses, paragraphs, sections or parts of this agreement shall be enforceable to the fullest extent permitted by law.

19. **Counterparts.** This agreement may be executed in one or more counterparts, each of which counterparts, when taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective the day and year first above written.

KTI FISH INC.

By: _____
D. Baker, President

G. Turner

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, for the consideration described in that certain Agreement of Purchase & Sale (the "Agreement"), dated as of April 26, between FISH ENGINEERING AND CONSTRUCTION, INC., FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD., ("Sellers") and KINETICS TECHNOLOGY INTERNATIONAL CORPORATION, a Delaware corporation ("Buyer") , Sellers hereby sell, transfer, assign, convey and deliver to KTI FISH, INC. all of Sellers' rights, titles and interests in and to the Assets set forth in paragraph 1.1 of the Agreement, except Sellers' rights, titles and interests in and to the Excluded Assets, as defined in paragraph 1.2 of the Agreement.

The only representations and warranties made in connection with this Bill of Sale and Assignment are specifically expressed in Article III of the Agreement.

This Bill of Sale and Assignment shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Assignment to be executed
as of the ____ day of May, 1995.

FISH ENGINEERING & CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

EXHIBIT D

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into this ____th day of May, 1995 by and between KTI FISH INC. ("Assignee") and FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD. (collectively, the "Assignors").

WITNESSETH:

WHEREAS, pursuant to an Agreement of Purchase and Sale dated April 26, 1995 by and between KINETICS TECHNOLOGY INTERNATIONAL CORPORATION and Assignors (the "Purchase Agreement"), Assignors have agreed to transfer and assign to Assignee all rights, title and interest in and to the leases of Assignors listed on Schedule A attached hereto (the "Leases") and KINETICS TECHNOLOGY INTERNATIONAL CORPORATION has agreed to assume and/or to cause its Assignee to assume all of the obligations and liabilities of Assignor under such Leases to the extent such obligations are to be performed from and after the date hereof;

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Capitalized terms used herein which are not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.
2. Assignors hereby assign to Assignee all rights, title and interest in and under the Leases arising out of the periods from and after, but not before, the date hereof.
3. Assignee hereby assumes all of the obligations and liabilities of Assignors arising under such Leases to the extent such obligations and liabilities are to be performed after the date hereof.
4. The parties acknowledge that this Lease Assignment and Assumption Agreement is made and entered into pursuant to, and subject in all respects to the terms of, the Purchase Agreement.
5. This Lease Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month and year first above written.

**FISH ENGINEERING &
CONSTRUCTION, INC.**

ATTEST:

Assistant Secretary

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

KTI FISH INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT E

ASSIGNMENT OF TRADEMARKS FROM
FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING &
CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE
PARTNERS, LTD. and COPYCATS PRINTING, LTD. TO
KTI FISH INC.

WHEREAS, FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD, (collectively, "Assignors"), with offices at Three Post Oak Central, 1990 Post Oak Blvd., Houston, Texas 77056, have adopted and used the following trademarks. Any registrations of the trademarks in the United States Patent and Trademark Office are reflected below.

TRADEMARK

REGISTRATION NO.

Fish Engineering & Construction, Inc.
Fish Engineering & Construction Partners, Ltd.
Fish Administrative Partners, Ltd.
Copycats Printing, Ltd.

WHEREAS, KTI FISH CORPORATION, a Delaware corporation, with offices at 650 Cienega Avenue, San Dimas, California 91773, is desirous of acquiring Assignors' rights in and to such trademarks and registrations;

NOW, THEREFORE, for \$ _____ and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors, hereby assign unto KTI FISH, INC., all rights, title and interest in and to such trademarks and registrations, together with the good will of the business symbolized by such trademarks, and all claims and demands based on past use and infringement of such trademarks, with the right to sue for and collect damages for infringement for KTI FISH, INC.'s own use and benefit.

This Assignment is effective as of close of business May __, 1995.

FISH ENGINEERING & CONSTRUCTION, INC.

(Seal)

By _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION
PARTNERS, LTD.
By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.
By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.
By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§ ss.
COUNTY OF §

On the ___ day of May, 1995, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of FISH ENGINEERING & CONSTRUCTION, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation's seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Seal)

Notary Public

EXHIBIT F

ASSIGNMENT OF PATENTS FROM
FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING &
CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE
PARTNERS, LTD. and COPYCATS PRINTING, LTD. TO
KTI FISH INC.

WHEREAS, FISH ENGINEERING & CONSTRUCTION, INC., FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD., FISH ADMINISTRATIVE PARTNERS, LTD. and COPYCATS PRINTING, LTD, (collectively, "Assignors"), with offices at Three Post Oak Central, 1990 Post Oak Blvd., Houston, Texas 77056, own the patent and patent applications set forth on Annex A ("Patents") and the inventions covered by the Patents ("Inventions");

WHEREAS, KTI FISH INC., a Delaware corporation, with offices at 1990 Post Oak Boulevard, Suite 800, Houston, Texas, 77056, is desirous of acquiring Assignors' rights in and to such Patents and Inventions;

NOW, THEREFORE, for \$_____ and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors, hereby assign unto KTI FISH, INC., all rights, title and interest in and to such Inventions and Patents, including all reissues, divisions, continuations and extensions of the Patents and all claims and demands based on past use and infringement of such Inventions and Patents, with the right to sue for and collect damages for such infringement for KTI FISH INC.'s own use and benefit.

This Assignment is effective as of close of business May __, 1995.

FISH ENGINEERING & CONSTRUCTION, INC.

(Seal)

By _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION
PARTNERS, LTD.

By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.
By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.
By: FISH ENGINEERING & CONSTRUCTION,
INC., its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 § ss.
COUNTY OF §

On the ___ day of May, 1995, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of FISH ENGINEERING & CONSTRUCTION, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation's seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Seal)

Notary Public

EXHIBIT F-1

LICENSE AGREEMENT

This AGREEMENT is made and entered into as of May 1, 1995, by and between Fish Engineering & Construction, Inc. Fish Engineering & Construction Partners, Ltd., Fish Administrative Partners, Ltd. and Copycats Printing Ltd. (collectively "FISH") and KTI Fish Inc. ("KFI") in which the parties agree to the following:

ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.01 "IDS PROGRAMS" shall mean all object and source code for FlexCad software in use by Fish Engineering & Construction, Ltd. prior to May 1, 1995, including the FlexCad Integrated Design System, IDS-PIPE, IDS-ISO, IDS-STEEL, IDS-FLOW, IDS-ELEC and IDS-SPEC
- 1.02 "IDS UPGRADES" shall mean any alterations of the IDS PROGRAMS which broaden their capabilities.
- 1.03 "IDS MANUALS" shall mean the documentation developed by FISH to assist in utilization of the IDS PROGRAMS.
- 1.04 "IDS INFORMATION" shall mean the IDS PROGRAMS and IDS MANUALS and any and all related information.

ARTICLE 2 - TERMS OF AGREEMENT

- 2.01 FISH grants to KFI and its affiliates a paid up, non-exclusive perpetual right to use the IDS PROGRAMS and IDS MANUALS, including the right to modify source and object code and make derived programs.
- 2.02 The IDS PROGRAMS remain the property of FISH which represents that it has the right to license such software.
- 2.03 The IDS PROGRAMS and IDS MANUALS are provided "AS IS" without warranty.
- 2.04 FISH shall provide KFI with free IDS UPGRADES for a period of one year after the date of this Agreement. In the event FISH sells its software business or assets during that one year period

it will use its best efforts to insure that the purchaser agrees to bound by this obligation.

- 2.04 The parties acknowledge that this license constitutes a portion of the assets conveyed to KFI by FISH pursuant to an agreement of purchase and sale dated April 26, 1995.

ARTICLE 3 - CONFIDENTIALITY

- 3.01 KFI agree not to disclose for a period of fifteen years to any third party (other than affiliates who agree to be bound by this confidentiality obligation) any and all FISH INFORMATION except with respect to such information or any portion thereof which:

- (a) is in the possession of a party prior to the receipt of same from the other party as evidenced in writing; or
- (b) at the time of disclosure hereunder, or thereafter becomes part of the public domain by publication or otherwise through no act or omission on the part of the receiving party; or
- (c) corresponds in substance to information furnished to the recipient by others as a matter of right without restriction on disclosure and which was not acquired, directly or indirectly, from the other party hereto.

ARTICLE 4 - MISCELLANEOUS

- 4.01 No modifications of this Agreement of waiver of the terms or conditions thereof shall be binding upon either party unless approved in writing.
- 4.02 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

KINETICS TECHNOLOGY INTERNATIONAL CORPORATION

By: _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

FISH ADMINISTRATIVE PARTNERS, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

COPYCATS PRINTING, LTD.

By: Fish Engineering & Construction, Inc., its General Partner

By: _____
Name: _____
Title: _____

EXHIBIT G

EXHIBIT G

INSTRUMENT OF ASSUMPTION

THIS INSTRUMENT OF ASSUMPTION is made, executed and delivered the 1st day of May, 1995 by KTI FISH INC., a Delaware corporation (the "Buyer"), to Fish Engineering & Construction, Inc., Fish Engineering & Construction Partners, Ltd., Fish Administrative Partners, Ltd. and Copycats Printing, Ltd., (the "Sellers").

A. Sellers are engaged in the engineering, maintenance, design and construction of natural gas, chemical, petrochemical and refinery plants and through Copycats Printing, Ltd. in the copying and printing business (collectively, the "Business").

B. Buyer and Sellers have entered into an Agreement of Purchase and Sale with respect to certain Assets of the Business dated April 26, 1995 (the "Agreement"), which by this reference is incorporated herein, providing for, among other things, the sale of certain assets of the Business to Buyer.

C. The Agreement further provides that in partial consideration for its acquisition of the Assets, Buyer shall assume and discharge certain liabilities and obligations of the Business, all as described in the Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that as partial consideration for the Assets sold, assigned and transferred to Buyer pursuant to the terms of the Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions contained in the Agreement, Buyer, as of the Closing Date, does hereby assume those liabilities and obligations of the Business as set forth on Schedule 2.1 to the Agreement.

IN WITNESS WHEREOF, Buyer has caused this Instrument of Assumption to be executed by its duly authorized officer as of the date and year first above written.

KTI FISH INC.

By: _____
Name: _____
Title: _____

SIGNED IN THE PRESENCE OF:

SCHEDULE 1.1.1

FISH ENGINEERING & CONSTRUCTION, INC.
FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.
FISH ADMINISTRATIVE PARTNERS, LTD.
COPYCATS PRINTING, LTD.
COMBINED BALANCE SHEETS W/ ELIMINATION ADJ. - ASSETS
3/31/95

	FISH ENG. & CONST., INC.	FISH ENG. & CONST., PARTNERS, LTD.	FISH ADMIN. PTRS, LTD.	COPYCATS PRINTING, LTD.	TOTAL	ASSETS EXCLUDED FROM PURCHASE	TOTAL ASSETS PURCH.
ASSETS:							
CASH & CASH EQUIVALENTS	\$61,568	\$2,636,730		\$63,319	\$2,761,617		\$2,761,617
INVESTMENT IN SECURITIES		221,532			221,532	221,532 1	0
ACCOUNTS RECEIVABLE	0	6,594,583	140	18,103	6,612,826	4,500 2	6,608,326
INTER-CO. REC./PAY.	450,701	(1,185,341)	(311,696)	1,046,336	0		0
INVENTORY		0		26,036	26,036		26,036
PREPAID INSURANCE	0	373,458			373,458	373,458 3	0
OTHER PREPAID ITEMS & DEPOSITS	0	170,149			170,149	120,623 3	49,526
COSTS IN EXC OF BILL UNCOM PROJ	0	1,465,771			1,465,771		1,465,771
TOTAL CURRENT ASSETS	512,269	10,276,882	(311,556)	1,153,794	11,631,389		10,911,276
INVESTMENT IN FISH TRINIDAD		1,000			1,000		1,000
INVESTMENT IN PARTNERSHIPS	2,563,152	(2,182,686)	195,837	(576,303)	0		0
FIXED ASSETS	0	8,753,210		292,919	9,046,129	1,379,991 4	7,666,138
LESS: ACCUMULATED DEPRECIATION	0	(6,993,419)		(192,417)	(7,185,836)	(726,696) 5	(6,459,140)
NON-QUALIFIED PENSION PLAN	0	1,042,440			1,042,440	1,042,440 6	0
SOFTWARE NET OF ACCUM AMORT.	0	231,116		2,832	233,948		233,948
ORG & START-UP NET OF AMORT.	0	1,719	190	3,290	5,199	5,199 7	0
TOTAL ASSETS	\$3,075,421	\$11,130,262	(\$115,529)	\$684,115	\$14,774,269	2,421,047	\$12,353,222

FISH ENGINEERING & CONSTRUCTION, INC.
FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.
FISH ADMINISTRATIVE PARTNERS, LTD.
COPYCATS PRINTING, LTD.

COMBINED BALANCE SHEETS W/ ELIMINATION ADJ. - LIABILITIES & CAPITAL
3/31/95

	FISH ENG. & CONST., INC.	FISH ENG. & CONST., PARTNERS, LTD.	FISH ADMIN. PTRS. LTD.	COPYCATS PRINTING, LTD.	TOTAL	ASSETS EXCLUDED FROM PURCHASE	TOTAL ASSETS PURCH.
LIABILITIES:							
ACCOUNTS PAYABLE	\$500	\$6,122,992	\$300	\$105,919	\$6,229,711	44,729 8	\$6,184,982
SHORT TERM NOTES PAYABLE	0	647,936			647,936	562,652 9	85,284
RESERVE FOR PENDING LITIGATION	0	308,068			308,068	308,068 10	0
BILL IN EXC OF COST UNCOM PROJ	0	712,601			712,601	(166,000) 11	878,601
ACCRUED PAYROLLS	0	387,937		7,115	395,052		395,052
ACCRUED PAYROLL TAXES AND INS	0	185,008		1,580	186,588		186,588
ACCRUED W/C & G/L INSURANCE	0	164,175		638	164,813		164,813
ACCRUED EMPLOYEE BENEFITS	0	435,301		2,331	437,632		437,632
ACCRUED AD VALOREM TAXES	0	22,467		1,266	23,733	5,253 12	18,480
ACCRUED FIT	0			0	0		0
TOTAL CURRENT LIABILITIES	500	9,186,485	300	118,849	9,306,134		8,351,432
 LONG TERM NOTES PAYABLE	 0	 901,337			 901,337	 901,337 13	 0
 NON-QUALIFIED PENSION PLAN	 0	 1,042,440			 1,042,440	 1,042,440 14	 0
 TOTAL LIABILITIES	 \$500	 \$11,130,262	 \$300	 \$118,849	 \$11,249,911		 \$8,351,432

	FISH ENG. & CONST., INC.	FISH ENG. & CONST., PARTNERS, LTD.	FISH ADMIN. PTRS. LTD.	COPYCATS PRINTING, LTD.	TOTAL	ASSETS EXCLUDED FROM PURCHASE	TOTAL ASSETS PURCH.
CAPITAL:							
COMMON STOCK	651				651		651
PAID IN CAPITAL - COMMON STOCK	56,409				56,409		56,409
TREASURY STOCK	0				0		0
RETAINED EARNINGS	3,017,861				3,017,861	(477,432) 13	3,495,293
CAPITAL ACCOUNT - GENERAL PTR	0	0	0	565,266	565,266		565,266
CAPITAL ACCOUNT - LIMITED PTR	0	0	(115,829)	0	(115,829)		(115,829)
TOTAL CAPITAL	\$3,074,921	\$0	(\$115,829)	\$565,266	\$3,524,358		\$4,001,790
TOTAL LIAB AND CAP.	\$3,075,421	\$11,130,262	(\$115,529)	\$684,115	\$14,774,269	2,421,047	\$12,353,222

FISH TRINIDAD LIMITED VALUED AT \$1,000 AS OF 3/31/95

SCHEDULE 1.1.1(a)

FIXED ASSET SCHEDULE
MARCH 31, 1995

TRUCKS & TRAILERS

EQUIPMENT YARD	142-AD-03	260,663.82	237,582.24	23,081.58
COMPANY AUTOMOBILES	146-AD-03	37,224.49	31,948.38	5,276.11

TOTAL TRUCKS & TRAILERS		297,888.31	269,530.62	28,357.69

CONSTRUCTION EQUIPMENT

EQUIPMENT YARD	141-AD-04	1,297,375.10	963,560.55	333,814.55
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FURNITURE, FIXTURES, COMPUTER EQUIPMENT

HOUSTON-FURN/FIX/OFFICE EQ.	143-AD-03	5,727,651.11	4,995,317.85	732,333.26
EQUIP YARD-FURN/FIX/OFFICE EQ	143-AD-02	50,304.70	38,313.86	11,990.84
COPYCATS-FURN/FIX/OFFICE EQ	143-AD-03	292,918.60	192,417.08	100,501.52

TOTAL FURNITURE & FIXTURES		6,070,874.41	5,226,048.79	844,825.62

TOTAL FIXED ASSETS		\$7,666,137.82	\$6,459,139.96	\$1,206,997.86

This includes those fixed assets referenced in the accounting records as of March 31, 1995, which is materially correct.

SCHEDULE 1.1.5

SCHEDULE 1.1.5

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.

SCHEDULE OF LEASES

	<u>COMMENCEMENT</u> <u>DATE</u>	<u>TERMINATION</u> <u>DATE</u>	<u>MONTHLY</u> <u>AMOUNT</u>
POST OAK CENTRAL, LTD.	6/1/91	5/31/97	74,181.08
POST OAK CENTRAL (RETAIL)	9/16/91	5/31/97	7,945.00
CHESTER & LARRY KEETON	1/4/95	1/3/00	5,000.00

ENTERPRISE LEASING TRUCKS

<u>UNIT NO.</u>	<u>DRIVER</u>	<u>DELIVERY</u> <u>DATE</u>	<u>TERM</u>	<u>MONTHLY</u> <u>AMOUNT</u>
F21915	VARIOUS	1/25/94	36 MOS.	436.96
F27507	VARIOUS	10/24/94	36 MOS.	428.09
F27540	VARIOUS	11/7/94	36 MOS.	437.55
F13036	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	286.75
F13037	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	286.75
F13038	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	237.77
F13039	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	237.77
F13040	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	237.77
F13041	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	237.77
F13042	VARIOUS	9/28/92	EXT. 36 MOS. TOTAL	237.77

**SUNRISE LEASING
COMPUTER EQUIPMENT**

<u>SCHEDULE</u>	<u>COMMENCEMENT DATE</u>	<u>TERM</u>	<u>MONTHLY ACCOUNT</u>
** P	10/1/94	24 MOS.	\$3,271.53
Q	1/1/95	24 MOS.	16,107.45
R	4/1/95	24 MOS.	3,500.43

REPRODUCTION EQUIPMENT

<u>DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>	<u>MONTHLY PAYMENT</u>
XEROX			
XEROX 5065 PROCESSOR	4/95	3/96	528.05
XEROX 5080 PROCESSOR	7/91	6/96	4,671.50
XEROX 5080 PROCESSOR *	9/91	8/96	4,628.71
XEROX 5090 PROCESSOR *	7/91	6/96	4,255.09
XEROX COLOR COPIER - 3845	1/95	12/96	1,758.25
ALCO CAPITAL RESOURCES			
OCE 2600 COPIER	12/94	11/99	2,565.00
RICOH 5006 COLOR	12/94	11/99	514.00
RICOH 5006 COLOR	12/94	11/99	589.00
RICOH DISPLAY EDITOR	1/95	11/99	75.00
RICOH FILM PROJECTOR	3/95	12/99	99.00

* SHOWN 9310 will replace two XEROX 5080 MACHINES AS OF MAY 1, 1995, WHICH WILL BE TRADING IN.

** with the exception of Acceptance Certificate P2 which seller will assume responsibility for

The following leases are in force at our construction site at this time:

<u>Date of Lease</u>	<u>Qty.</u>	<u>Item Description</u>	<u>Vendor</u>	<u>Lease Duration</u>	<u>Monthly Amount</u>
03/02/95	2	Portable Office Building	Morgan Buildings	6 Months	\$422.00/ea.
03/03/95	1	Copy Machine	CNC Bus. Mach.	6 Months	\$225.00
02/28/95	1	Garbage Dumpster	Westex Waste	6 Months	\$55.00
04/21/95	3	Office Trailers	Gelco	8 Months	\$435.00/ea.
04/26/95	1	Office Trailer	Hobbs Trailer Rental	8 Months	\$350.00

EFFJL\50782 02

SCHEDULE 1.1.6A

PATENT

In addition to the attached list of Patents, Seller is in the process of applying for a patent entitled "Patent Application for Hydrocarbon Separation Process".

Sellers employees' were co-inventors on a process which is now the subject matter of a patent application being filed by Williams Field Services (WFS). The rights to that patent are subject to an assignment in WFS's favor pursuant to a contract between Seller and WFS.

PATENTS

Australia - #449,816

Low temperature method and apparatus for removing condensable components from hydrocarbon gas

Argentina - #236,568

Patent has been applied for

Canada - #928,938

Process and system for removing acid gas from natural gas

Canada - #878,894

Low temperature method and apparatus for removing condensable components from hydrocarbon gas

Chile - #26,821

Low temperature method and apparatus for removing condensable components from hydrocarbon gas

Great Britain - #1,314,215

Process and apparatus for removing acid gas from natural gas

United States - #3,702,541

Low temperature method for removing condensable components from hydrocarbon gas

United States - #3,664,091

Process and system for removing acid gas from natural gas

United States - #3,739,548

Method and apparatus for removing distillate from physical solvents

Venezuela - #28,994

Method for removing condensable components from hydrocarbon gas

SCHEDULE 1.1.6B

SCHEDULE 1.1.6B

TRADEMARKS

None.

SCHEDULE 1.2

SCHEDULE 1.2

The following are Excluded Assets:

1. aircraft and aviation related equipment;
2. life insurance policies;
3. deferred tax assets;
4. non-qualified pension plan assets;
5. any real property owned by Sellers including but not limited to 906 Marlin Avenue, Surfside, Brazoria County, Texas;
6. automobiles leased by Sellers for use by officers of Sellers;
7. all cash, bank accounts, certificates of deposit, cash equivalents and checks and drafts of others on hand on account of the Business as of the Closing Date;
8. all specifications, software architecture, source code, formulae and product designs for the FlexCad software in use by Fish Engineering & Construction Partners, Ltd. prior to May 1, 1995, including FlexCad Integrated Design System, IDS-PIPE, IDS-ISO, IDS-STEEL, IDS-FLOW, IDS-ELEC and IDS-SPEC, including all upgrades relating thereto which broaden their capabilities, excepting the License Agreement included in Section 2.3.17; and
9. Prepaid insurance policies as follows:
 - Commercial General liability (Stonewall Policy)
 - Umbrella liability
 - Property Insurance
 - Contractors Equipment
 - Automobile Insurance
 - Crime Insurance
 - Workers Compensation (Texas)

SCHEDULE 2.1

SCHEDULE 2.1

Assumed Liabilities

The liabilities and obligations assumed by Buyer pursuant to paragraph 2.1 of the Agreement of Sale between Kinetics Technology International Corporation and Fish Engineering & Construction, Inc. are as follows:

- a. The following liabilities which are specifically accrued for on the "Closing Balance Sheet":
 - (i) "Benefit Hours" under Sellers' vacation and sick leave policy
 - (ii) Trade payables, Notes Payable to Case Credit and Capital Lease Payable to Sun Rise Leasing
- b. Any and all obligations of the Business arising after the Closing Date under any and all contracts, leases and other agreements which are included in the Assets (except to the extent such liabilities may be retained under paragraph 2.1.7).
- c. United States, State, local or other tax liabilities relating to ownership or use of the Assets acquired by Buyer and relating to the period beginning on the day after the Closing Date.
- d. Liabilities under the Educational Assistance Plans.

SCHEDULE 2.3.2

SCHEDULE 2.3.2

List of Supply Contracts

Client	Contract No.
El Paso Natural Gas	2271 2352 2355 2357 2342 5121
Phillips	2337 2343
North West Pipe Line	2327
Meridian	2355
Tenneco	2339
Arcadian	2350
Samsung	2315
Pluspetrol	2358
British Gas	2299
Atochem	2306

SCHEDULE 2.3.3

SCHEDULE 2.3.3

Sellers shall deliver at closing employment contracts between Buyer and the following employees:

G.W. Alves
H.C. Ashworth
C.D. Bailey
J.E. Dill
D.E. Lockwood
C.K. Mann
J. Napoli
R. Ostaszewski
M. Park
G.L. Turner

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SCHEDULE 3.1.6

EMPLOYEE BENEFIT PLANS

1. **Health Insurance - New York Life Sanus**
2. **Dental Insurance - United Dental Care of Texas**
3. **AD&D Insurance - Reliance Standard Insurance**
4. **Group Term Life - Reliance Standard Insurance**
5. **Long Term Disability - Phoenix Home Life**
6. **Benefit Hours (used for vacation, sick leave, etc.)**
7. **Educational Assistance Plan (reviewed on a case by case basis)**
8. **401(k) Plan - Principal**

4/26/95
MP

SCHEDULE 3.1.7

LITIGATION

1. Brown v. Fish Engineering
2. Vice v. Fish
3. Casteel v. Coastal Javelina
4. Casanova & Sanchez v. Coastal
5. Phillips Litigation, consisting of approximately a dozen cases arising out of an October 1989 incident.

Administrative Proceedings

A former employee, Jacob Pacheco, has filed a charge against Fish Engineering & Construction Partners, Ltd., with the EEOC claiming discrimination based on national origin.

Other Claims

Sellers have received notice from Ortloff Engineers, Ltd., of a claim of patent infringement in connection with a project being executed for GPM.

Sellers are involved in resolving a dispute arising out of work performed for Atochem.

Seller has corresponded with Business Software Alliance concerning a claim that it has used unlicensed software.

SCHEDULE 3.1.10

SCHEDULE

- (i) Case credit note payable dated 3/9/95 financing the purchase of 2 Case Mdl #580 Super L. Loader/Backhoes S/N JJGO190089 and JJGO190093
- (ii) (a) List of open purchase orders is attached.
(b) A list of active jobs is attached.
- (iii) A list of the licenses held in Sellers' name is attached. In addition, individual employees (Jack Dill and Joe Colquitt) have licenses.
- (iv) Sellers hold software licenses listed on the attached 3.1.10 (iv).

In connection with the former Flexcad business, licenses have been granted to its customers.

(v) Sellers have an obligation to pay certain sums of money to Phillips Petroleum Company in connection with settled litigation.

Sellers have financed insurance premiums for 1995.

Sellers have purchase money obligations with respect to certain equipment.

Sellers have long term debt related to Excluded Assets.

(vi) There is a Risk Transfer Agreement between Fish Engineering & Construction Partners, Ltd. and Fish Engineering & Construction, Inc.

Many of Sellers' contracts contain indemnification provisions.
- (vii) Although Sellers are signatories to numerous secrecy agreements, none are believed to restrict Buyer or Seller as described in (a) and (b).
- (viii) None other than what has been scheduled elsewhere.

Date: 04/25/95 Page: 1

Job# Purchase Order# Cost Code Approved Order Value

✓	P2337-1-00001-A00	D27	\$59,420.00
✓	Total For P2337-1-00001-A00		\$59,420.00
	P2337-1-00002-A00	D27	\$13,000.00
	P2337-1-00002-A01	D27	\$680,320.00
✓	Total For P2337-1-00002-A00		\$693,320.00
	P2337-1-00003-A00	D82	\$171,563.00
	P2337-1-00003-A01	D82	\$611.00
✓	Total For P2337-1-00003-A00		\$172,174.00
	P2337-1-00004-A00	D15	\$54,214.00
✓	Total For P2337-1-00004-A00		\$54,214.00
	P2337-1-00008-A00	N13	\$108,608.00
✓	Total For P2337-1-00008-A00		\$108,608.00
	P2337-1-00008-B00	N13	\$84,060.00
✓	Total For P2337-1-00008-B00		\$84,060.00
	P2337-1-00008-C00	N13	\$0.00
	P2337-1-00008-C01	N13	\$29,180.00
✓	Total For P2337-1-00008-C00		\$29,180.00
	P2337-1-00009-A00	D82	\$15,257.00
✓	Total For P2337-1-00009-A00		\$15,257.00
	P2337-1-00010-A00	D82	\$9,845.00
	Total For P2337-1-00010-A00		\$9,845.00
	P2337-1-00011-A00	N06	\$1,677.60
	P2337-1-00011-A00	N14	\$25,640.09
	P2337-1-00011-A01	N14	\$74,884.32
✓	Total For P2337-1-00011-A00		\$102,202.01
	P2337-1-00012-A00	N05	\$43,529.00
✓	Total For P2337-1-00012-A00		\$43,529.00
	P2337-1-00017-A00	E04	\$100,000.00
	P2337-1-00017-A01	E04	\$0.00

2337

✓ open > \$10K

in Date: 04/25/95

Page#: 2

Job- Job#	Purchase Order#	Cost Code	Approved Order Value
<hr/>			
	✓ Total for P2337-1-00017-A00		\$100,000.00
<hr/>			
P2337-1-00020-A00	F01		\$135,000.00
P2337-1-00020-A00	F09		\$16,675.00
P2337-1-00020-A01	F01		\$2,630.00
P2337-1-00020-A02	F01		\$937.00
<hr/>			
	✓ Total for P2337-1-00020-A00		\$155,242.00
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P2337-1-00021-A00	D82		\$71,190.00
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	✓ Total for P2337-1-00021-A00		\$71,190.00
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P2337-1-00023-A00	F03		\$20,709.00
<hr/>			
	✓ Total for P2337-1-00023-A00		\$20,709.00
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P2337-1-00024-A00	D31		\$12,042.00
<hr/>			
	✓ Total for P2337-1-00024-A00		\$12,042.00
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P2337-1-00026-A00	N02		\$31,776.50
P2337-1-00026-A00	N03		\$7,292.00
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	✓ Total for P2337-1-00026-A00		\$39,068.50
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P2337-1-00028-A00	N08		\$5,019.00
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	Total for P2337-1-00028-A00		\$5,019.00
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P2337-1-00029-A00	N07		\$16,760.52
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	✓ Total for P2337-1-00029-A00		\$16,760.52
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P2337-1-00030-A00	N07		\$19,386.00
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	✓ Total for P2337-1-00030-A00		\$19,386.00
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P2337-1-00037-A00	N03		\$1,567.60
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	Total for P2337-1-00037-A00		\$1,567.60
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P2337-1-00038-A00	N11		\$5,959.31
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	Total for P2337-1-00038-A00		\$5,959.31
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P2337-1-00039-A00	N11		\$2,337.20
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	Total for P2337-1-00039-A00		\$2,337.20
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P2337-1-00041-A00	N16		\$1,396.15

Print Date: 04/25/95 Page#: 3

Sub-Job#	Purchase Order#	Cost Code	Approved Order Value
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Total For P2337-1-00041-A00			\$1,396.15
P2337-1-00043-A00	S10		\$100,000.00
✓ Total For P2337-1-00043-A00			\$100,000.00
P2337-1-00044-A00	N02		\$3,713.38
Total For P2337-1-00044-A00			\$3,713.38


Total For Sub-Job 03R			\$1,926,199.67
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04R			
P2337-1-00008-CD1	N19		\$382.00
Total For P2337-1-00008-CD0			\$382.00
P2337-1-00022-A00	N20		\$284,510.00
Total For P2337-1-00022-A00			\$284,510.00
P2337-1-00034-A00	N15		\$21,942.72
✓ Total For P2337-1-00034-A00			\$21,942.72
P2337-1-00042-A00	N12		\$6,177.00
Total For P2337-1-00042-A00			\$6,177.00

Total For Sub-Job 04R			\$313,011.72
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Total For Report			\$2,239,211.39
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Order on "Hold"
per clients instructions



Print Date: 04/25/95 Page: 1

Job#	Purchase Order#	Cost Code	Approved Order Value
DON			
	P2343-1-00080-A00	E75	\$0.00
Total for P2343-1-00080-A00			\$0.00
Total for Sub-JOB DON			\$0.00

#2343

DOOR			
P2343-1-00001-A00	D41	\$116,250.00	
P2343-1-00001-A01	D41	\$4,543,750.00	
P2343-1-00001-A02	D41	\$67,840.00	
✓ Total for P2343-1-00001-A00		\$4,727,840.00	
P2343-1-00002-A00	D72	\$607,420.00	
P2343-1-00002-A01	D72	\$18,775.00	
P2343-1-00002-A02	D72	\$12,430.00	
✓ Total for P2343-1-00002-A00		\$601,075.00	
P2343-1-00003-A00	D41	\$480,891.00	
P2343-1-00003-A01	D41	\$17,390.00	
✓ Total for P2343-1-00003-A00		\$498,281.00	
P2343-1-00004-A00	D31	\$1,300.00	
Total for P2343-1-00004-A00		\$1,300.00	
P2343-1-00005-A00	D31	\$116,680.00	
✓ Total for P2343-1-00005-A00		\$116,680.00	
P2343-1-00006-A00	D21	\$1,500.00	
P2343-1-00006-A01	D21	\$423,225.00	
✓ Total for P2343-1-00006-A00		\$424,725.00	
P2343-1-00007-A00	D41	\$521,556.00	
P2343-1-00007-A01	D41	\$24,553.00	
✓ Total for P2343-1-00007-A00		\$546,109.00	
P2343-1-00009-A00	D27	\$9,724.00	
P2343-1-00009-A02	D27	\$235,964.00	
✓ Total for P2343-1-00009-A00		\$245,688.00	
P2343-1-00010-A00	D41	\$25,000.00	
P2343-1-00010-A01	D41	\$1,315,000.00	
P2343-1-00010-A02	D41	\$5,055.00	

✓ OPEN > \$10K

High Engineering & Construction, Inc.
 Submitted Purchase Order Summary Report for Job# 2343

Print Date: 04/25/95 Page: 2

Job#	Purchase Order#	Cost Code	Approved Order Value
<hr/>			
	✓ Total for P2343-1-00010-A00		\$1,345,055.00
P2343-1-00011-A00	D52		\$7,890.00
P2343-1-00011-A00	D95		\$46,265.00
<hr/>			
	✓ Total for P2343-1-00011-A00		\$54,155.00
P2343-1-00012-A00	D52		\$33,120.00
P2343-1-00012-A00	D81		\$352,475.00
P2343-1-00012-A00	D95		\$175,890.00
<hr/>			
	✓ Total for P2343-1-00012-A00		\$561,485.00
P2343-1-00013-A00	D81		\$8,946.00
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	Total for P2343-1-00013-A00		\$8,946.00
P2343-1-00014-A00	D81		\$56,370.00
P2343-1-00014-A01	D81		\$14,110.00
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	✓ Total for P2343-1-00014-A00		\$70,480.00
P2343-1-00015-A00	D21		\$15,514.00
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	✓ Total for P2343-1-00015-A00		\$15,514.00
P2343-1-00016-A00	D82		\$57,465.00
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	✓ Total for P2343-1-00016-A00		\$57,465.00
P2343-1-00018-A00	D31		\$14,638.00
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	✓ Total for P2343-1-00018-A00		\$14,638.00
P2343-1-00019-A00	D95		\$20,579.00
P2343-1-00019-A01	D95		\$1,140.00
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	✓ Total for P2343-1-00019-A00		\$21,719.00
P2343-1-00024-A00	F01		\$148,225.00
P2343-1-00024-A01	F01		\$13,675.00
<hr/>			
	✓ Total for P2343-1-00024-A00		\$161,900.00
P2343-1-00025-A00	N13		\$96,851.00
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	✓ Total for P2343-1-00025-A00		\$96,851.00
P2343-1-00025-B00	N13		\$51,339.00
<hr/>			
	✓ Total for P2343-1-00025-B00		\$51,339.00

ish Engineering & Construction, Inc.
mitted Purchase Order Summary Report for Job# 2343

in Date: 04/25/95 Page#: 3

Job#	Purchase Order#	Cost Code	Approved Order Value
	P2343-1-00026-A00	N14	\$154,850.44
	✓ Total For P2343-1-00026-A00		\$154,850.44
	P2343-1-00028-A00	E75	\$5,511.50
	Total For P2343-1-00028-A00		\$5,511.50
	P2343-1-00031-A00	D95	\$51,167.00
	✓ Total For P2343-1-00031-A00		\$51,167.00
	P2343-1-00035-A00	D24	\$325.00
	P2343-1-00035-A01	D24	\$2,615.00
	Total For P2343-1-00035-A00		\$2,940.00
	P2343-1-00037-A00	D95	\$200.00
	P2343-1-00037-A01	D95	\$9,320.00
	Total For P2343-1-00037-A00		\$9,520.00
	P2343-1-00039-A00	D52	\$8,065.00
	Total For P2343-1-00039-A00		\$8,065.00
	P2343-1-00040-A00	D52	\$4,307.00
	Total For P2343-1-00040-A00		\$4,307.00
	P2343-1-00042-A00	D95	\$13,785.00
	✓ Total For P2343-1-00042-A00		\$13,785.00
	P2343-1-00043-A00	F01	\$46,880.00
	P2343-1-00043-A00	F02	\$32,975.00
	✓ Total For P2343-1-00043-A00		\$79,855.00
	P2343-1-00045-A00	N07	\$3,726.00
	Total For P2343-1-00045-A00		\$3,726.00
	P2343-1-00046-A00	N07	\$18,788.00
	P2343-1-00046-A01	N07	\$4,469.00
	P2343-1-00046-A02	N07	\$2,226.00
	✓ Total For P2343-1-00046-A00		\$25,483.00
	P2343-1-00047-A00	N08	\$150.00
	P2343-1-00047-A01	N08	\$6,846.85

Print Date: 04/25/95 Page#: 4

Job#	Purchase Order#	Cost Code	Approved Order Value
Total for P2343-1-00047-A00			\$6,996.85
P2343-1-00048-A00	N07		\$6,763.60
P2343-1-00048-A01	N07		\$1,502.80
P2343-1-00048-A02	N07		\$811.75
Total for P2343-1-00048-A00			\$9,078.15
P2343-1-00049-A00	N07		\$5,975.00
P2343-1-00049-A01	N07		\$13,750.00
Total for P2343-1-00049-A00			\$19,725.00
P2343-1-00050-A00	N02		\$4,633.50
P2343-1-00050-A01	N02		\$1,514.50
Total for P2343-1-00050-A00			\$6,148.00
P2343-1-00051-A00	N05		\$50,876.00
P2343-1-00051-A01	N05		\$1,309.00
Total for P2343-1-00051-A00			\$52,185.00
P2343-1-00052-A00	N06		\$10,822.50
Total for P2343-1-00052-A00			\$10,822.50
P2343-1-00053-A00	H02		\$68.93
Total for P2343-1-00053-A00			\$68.93
P2343-1-00054-A00	N02		\$4,181.00
Total for P2343-1-00054-A00			\$4,181.00
P2343-1-00055-A00	N15		\$6,251.00
Total for P2343-1-00055-A00			\$6,251.00
P2343-1-00056-A00	N01		\$30,118.00
Total for P2343-1-00056-A00			\$30,118.00
P2343-1-00058-A00	D31		\$34,006.00
Total for P2343-1-00058-A00			\$34,006.00
P2343-1-00059-A00	E04		\$1,000,000.00
Total for P2343-1-00059-A00			\$1,000,000.00
P2343-1-00061-A00	N14		\$109,329.79

High Engineering & Construction, Inc.
 Submitted Purchase Order Summary Report for Job# 2343

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Job-JOB#	Purchase Order#	Cost Code	Approved Order Value
<hr/>			
	✓ Total for P2343-1-00061-A00		\$109,329.79
P2343-1-00063-A00	N11		\$1,147.54
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	Total for P2343-1-00063-A00		\$1,147.54
P2343-1-00066-A00	E75		\$2,292.00
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	Total for P2343-1-00066-A00		\$2,292.00
P2343-1-00067-A00	E75		\$1,574.64
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	Total for P2343-1-00067-A00		\$1,574.64
P2343-1-00071-A00	E75		\$44.11
<hr/>			
	Total for P2343-1-00071-A00		\$44.11
P2343-1-00075-A00	D82		\$11,399.00
<hr/>			
	✓ Total for P2343-1-00075-A00		\$11,399.00
P2343-1-00076-A00	N03		\$3,465.21
<hr/>			
	Total for P2343-1-00076-A00		\$3,465.21
P2343-1-00078-A00	F07		\$21,417.00
P2343-1-00078-A01	F07		\$6,823.00
<hr/>			
	✓ Total for P2343-1-00078-A00		\$28,240.00
P2343-1-00079-A00	D99		\$308,000.00
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	✓ Total for P2343-1-00079-A00		\$308,000.00
P2343-1-00080-A00	E75		\$2,071.14
<hr/>			
	Total for P2343-1-00080-A00		\$2,071.14
P2343-1-00081-A00	S10		\$200,000.00
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	✓ Total for P2343-1-00081-A00		\$200,000.00
P2343-1-00084-A00	N09		\$1,617.28
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	Total for P2343-1-00084-A00		\$1,617.28
P2343-1-00086-A00	N11		\$2,393.68
<hr/>			
	Total for P2343-1-00086-A00		\$2,393.68
P2343-1-00090-A00	N01		\$2,620.00

Fish Engineering & Construction, Inc
 Submitted Purchase Order Summary Report for Job# 2343

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Sub-Job#	Purchase Order#	Cost Code	Approved Order Value
Total for P2343-1-00090-A00			\$2,620.00
P2343-1-00091-A00		D41	\$320.00
Total for P2343-1-00091-A00			\$320.00
P2343-1-00094-A00		B10	\$9,858.36
Total for P2343-1-00094-A00			\$9,858.36
P2343-1-00095-A00		B10	\$265.10
Total for P2343-1-00095-A00			\$265.10
P2343-1-00096-A00		N01	\$7,510.20
Total for P2343-1-00096-A00			\$7,510.20
P2343-1-00097-A00		N03	\$2,710.00
Total for P2343-1-00097-A00			\$2,710.00
P2343-1-00102-A00		B20	\$32,499.68
✓ Total for P2343-1-00102-A00			\$32,499.68
P2343-1-00103-A00		D99	\$726,723.00
✓ Total for P2343-1-00103-A00			\$726,723.00
Total for Sub-Job 00R			\$12,614,116.10

02R	P2343-1-00057-A00	D21	\$14,495.00
✓ Total for P2343-1-00057-A00			\$14,495.00
Total for Sub-Job 02R			\$14,495.00

03R	P2343-1-00059-A01	E04	\$0.00
Total for P2343-1-00059-A00			\$0.00
Total for Sub-Job 03R			\$0.00

ID-JOB# Purchase Order# Cost Code Approved Order Value

00R P2343-1-00004-A00 031 \$62,010.00

✓ Total For P2343-1-00004-A00 \$62,010.00

Total For Sub-JOB 00R \$62,010.00

P2343-1-00043-A00 \$0.00

Total For P2343-1-00043-A00 \$0.00

Total For Sub-JOB \$0.00

Total For Report \$12,690,621.10

#COMPLETE

Job# Purchase Order# Cost Code Approved Order Value

00R

P2350-1-00001-A00	H01	\$1,507.67
P2350-1-00001-A01	H01	\$373.65
P2350-1-00001-A02	H01	\$1,494.60
P2350-1-00001-A03	H01	\$747.30
P2350-1-00001-A04	H01	\$747.30
* Total for P2350-1-00001-A00		\$4,870.52

Total for Sub-Job 00R \$4,870.52

01P

P2350-1-00003-A00	H42	\$1,858.75
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Total for P2350-1-00003-A00 \$1,858.75

P2350-1-00007-A00	H01	\$1,444.56
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Total for P2350-1-00007-A00 \$1,444.56

P2350-1-00009-A00		\$1,858.75
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Total for P2350-1-00009-A00 \$1,858.75

P2350-4-00001-A00	D99	\$300,000.00
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P2350-4-00001-A01	D99	\$200,000.00
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P2350-4-00001-A02	D99	\$100,000.00
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Total for P2350-4-00001-A00 \$600,000.00

Total for Sub-Job 01R \$605,162.06

02R

P2350-1-00004-A00	N20	\$275,335.00
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Total for P2350-1-00004-A00 \$275,335.00

✓ P2350-1-00004-B00

N20	\$108,690.00
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Total for P2350-1-00004-B00 \$108,690.00

P2350-1-00005-A00	D21	\$51,235.00
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P2350-1-00005-A01	D21	\$17,979.00
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✓ Total for P2350-1-00005-A00 \$69,214.00

P2350-1-00005-B00	D21	\$138,075.00
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P2350-1-00005-B01	D21	\$0.00
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JOB # 2350

✓ OPEN > \$10K

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Job#	Purchase Order#	Cost Code	Approved Order Value
✓ Total For P2350-1-00005-B00			\$138,075.00
P2350-1-00005-C01		D21	\$194,863.00
Total For P2350-1-00005-C00			\$194,863.00
* P2350-1-00006-A00		D02	\$299,237.00
P2350-1-00006-A01		D02	\$1,031.00
* Total For P2350-1-00006-A00			\$300,268.00
P2350-1-00008-A00		D01	\$57,365.00
P2350-1-00008-A01		D01	\$17,435.00
✓ Total For P2350-1-00008-A00			\$74,800.00
P2350-1-00010-A00		D95	\$123,545.00
Total For P2350-1-00010-A00			\$123,545.00
* P2350-1-00012-A00		C00	\$12,000.00
* Total For P2350-1-00012-A00			\$12,000.00
P2350-1-00014-A00		D21	\$21,661.00
✓ Total For P2350-1-00014-A00			\$21,661.00
P2350-1-00017-A00		D32	\$422,000.00
P2350-1-00017-A01		D32	\$10,000.00
Total For P2350-1-00017-A00			\$432,000.00
P2350-1-00017-B00		D32	\$172,361.00
P2350-1-00017-B01		D32	\$3,475.00
✓ Total For P2350-1-00017-B00			\$175,836.00
P2350-1-00018-A00		D41	\$381,000.00
* Total For P2350-1-00018-A00			\$381,000.00
P2350-1-00019-A00		D44	\$300,000.00
P2350-1-00019-A01		D44	\$10,000.00
* Total For P2350-1-00019-A00			\$310,000.00
P2350-1-00020-A00		E03	\$491,294.00
✓ Total For P2350-1-00020-A00			\$491,294.00
P2350-1-00029-A00		Y10	\$1,500,000.00

PO # -00013 A \$90,365
 L see sub job 3R

item 2 open \$82,000

Job#	Purchase Order#	COST Code	Approved Order Value

✓	Total For P2350-1-00029-A00		\$1,500,000.00
P2350-1-00030-A00	D99		\$3,500.00

Total For P2350-1-00030-A00			\$3,500.00
P2350-1-00041-A00	D95		\$14,608.00

✓	Total For P2350-1-00041-A00		\$14,608.00
P2350-1-00043-A00	N20		\$3,676.00

Total For P2350-1-00043-A00			\$3,676.00
P2350-1-00044-A00	D82		\$42,541.00
P2350-1-00044-A01	D81		\$1,835.65
P2350-1-00044-A01	D82		\$4,172.95

✕	Total For P2350-1-00044-A00		\$48,549.60
P2350-1-00048-A00	D21		\$10,589.00

✓	Total For P2350-1-00048-A00		\$10,589.00
P2350-1-00049-A00	D81		\$12,720.00

✓	Total For P2350-1-00049-A00		\$12,720.00
P2350-1-00050-A00	D81		\$17,500.00
P2350-1-00050-A00	D82		\$15,000.00
P2350-1-00050-A00	D95		\$30,000.00
P2350-1-00050-A00			-\$7,500.00
P2350-1-00050-A01	D82		\$30,800.00

✕	Total For P2350-1-00050-A00		\$85,800.00
P2350-1-00050-B00	D82		\$18,000.00

✕	Total For P2350-1-00050-B00		\$18,000.00
P2350-1-00050-C00	D82		\$30,600.00

✕	Total For P2350-1-00050-C00		\$30,600.00
P2350-1-00056-A00	D41		\$931.00

Total For P2350-1-00056-A00			\$931.00
P2350-1-00064-A00	D41		\$5,450.00

Total For P2350-1-00064-A00			\$5,450.00

Job#	Purchase Order#	Cost Code	Approved Order Value
P2350-1-00066-A00		D81	\$1,936.00
Total for P2350-1-00066-A00			\$1,936.00
P2350-1-00067-A00		E71	\$6,598.46
Total for P2350-1-00067-A00			\$6,598.46
P2350-1-00072-A00		S11	\$394,170.40
✓ Total for P2350-1-00072-A00			\$394,170.40
P2350-1-02001-A00		D21	\$238,657.00
P2350-1-02001-A01		D21	\$46,419.00
P2350-1-02001-A02		D21	\$58,218.00
P2350-1-02001-A03		D21	\$10,973.00
P2350-1-02001-A04		D21	\$3,570.26
✓ Total for P2350-1-02001-A00			\$357,837.26
P2350-1-02001-B00		D21	\$95,780.00
P2350-1-02001-B01		D21	\$51,826.00
P2350-1-02001-B03		D21	\$41,220.00
P2350-1-02001-B04		D21	\$24,295.00
P2350-1-02001-B05		D21	\$42,345.00
✓ Total for P2350-1-02001-B00			\$206,876.00
P2350-1-02001-C00		D21	\$255,550.00
P2350-1-02001-C01		D21	\$43,037.00
P2350-1-02001-C02		D21	\$25,317.00
P2350-1-02001-C03		D21	\$26,777.00
P2350-1-02001-C04		D21	\$12,364.00
P2350-1-02001-C05		D21	\$9,600.00
✓ Total for P2350-1-02001-C00			\$372,645.00
P2350-1-02002-A00		D41	\$149,769.00
P2350-1-02002-A01		D41	\$197,827.00
P2350-1-02002-A02		D41	\$934,259.04
✓ Total for P2350-1-02002-A00			\$1,281,855.04
P2350-1-02003-A00		D41	\$24,660.00
P2350-1-02003-A01		D41	\$74,218.73
✓ Total for P2350-1-02003-A00			\$98,878.73
P2350-1-02004-A00		D24	\$25,000.00
P2350-1-02004-A01		D24	\$3,574,500.00
P2350-1-02004-A02		D24	\$2,700.00



Partial
Shpd + Invoiced - 02001- A/B/C

Job#	Purchase Order#	Cost Code	Approved Order Value
✓Total for P2350-1-02004-A00			\$3,602,200.00
P2350-1-02005-A00	D31		\$14,710.00
P2350-1-02005-A00	D32		\$14,225.00
✓Total for P2350-1-02005-A00			\$28,935.00
P2350-1-02006-A00	D21		\$4,800.00
Total for P2350-1-02006-A00			\$4,800.00
P2350-1-02008-A00	E21		\$132,111.00
✓Total for P2350-1-02008-A00			\$132,111.00
P2350-1-02009-A00	D21		\$65,000.00
P2350-1-02009-A01	D21		\$43,333.00
P2350-1-02009-A02	D21		\$11,650.00
P2350-1-02009-A03	D21		\$11,000.00
* Total for P2350-1-02009-A00			\$130,983.00
P2350-1-02010-A00	M14		\$121,980.00
P2350-1-02010-A01	M14		\$2,400.00
P2350-1-02010-A02	M14		\$52,911.00
Total for P2350-1-02010-A00			\$177,291.00
P2350-1-02011-A00	M05		\$4,051.00
Total for P2350-1-02011-A00			\$4,051.00
P2350-1-02012-A00	J95		\$500.00
P2350-1-02012-A01	J95		\$274.00
Total for P2350-1-02012-A00			\$774.00
P2350-1-02014-A00	D41		\$42,386.00
P2350-1-02014-A01	D41		\$70,000.00
P2350-1-02014-A02	D41		\$1,211,000.00
P2350-1-02014-A03	D41		\$317,173.00
✓Total for P2350-1-02014-A00			\$1,640,559.00
P2350-1-02015-A00	D41		\$953,000.00
P2350-1-02015-A01	D41		\$200,000.00
P2350-1-02015-A02	D41		\$38,930.00
P2350-1-02015-A03	D41		\$19,457.00
✓Total for P2350-1-02015-A00			\$1,172,473.00
P2350-1-02017-A00	D41		\$1,006,000.00

→ not totally released

ish Engineering & Construction, Inc.
 mitted Purchase Order Summary Report for Job# 2350

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Job#	Purchase Order#	Cost Code	Approved Order Value
P2350-1-02017-A01		D41	\$7,360.00
P2350-1-02017-A02		D41	\$132,345.00
✓ Total For P2350-1-02017-A00			\$1,145,705.00
P2350-1-02018-A00		D41	\$110,000.00
P2350-1-02018-A01		D41	\$45,500.00
P2350-1-02018-A02		D41	\$26,220.00
P2350-1-02018-A03		D41	\$17,438.00
✓ Total For P2350-1-02018-A00			\$209,158.00
P2350-1-02020-A00		D44	\$40,210.00
P2350-1-02020-A01		D44	\$286,233.38
✓ Total For P2350-1-02020-A00			\$326,443.38
P2350-1-02024-A00		D81	\$53,043.00
P2350-1-02024-A01		D81	\$4,655.00
✓ Total For P2350-1-02024-A00			\$57,698.00
P2350-1-02028-A00		D41	\$60,000.00
✓ Total For P2350-1-02028-A00			\$60,000.00
P2350-1-02030-A00		D41	\$4,450.00
✓ Total For P2350-1-02030-A00			\$4,450.00
P2350-1-02031-A00		D32	\$125,000.00
✓ Total For P2350-1-02031-A00			\$125,000.00
P2350-1-02032-A00		E76	\$110.59
Total For P2350-1-02032-A00			\$110.59
P2350-1-02034-A00		D21	\$38,874.00
✓ Total For P2350-1-02034-A00			\$38,874.00
P2350-1-04800-A00		E01	\$648.90
P2350-1-04800-A00		E02	\$20.00
Total For P2350-1-04800-A00			\$668.90
P2350-1-04801-A00		E01	\$93.10
Total For P2350-1-04801-A00			\$93.10
P2350-1-04802-A00		E01	\$172.30

Engineering & Construction, Inc.
 Submitted Purchase Order Summary Report for Job# 2350

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Job# Purchase Order# Cost Code Approved Order Value

Total For P2350-1-04802-A00			\$172.30
P2350-1-04803-A00	E01		\$303.20
Total For P2350-1-04803-A00			\$303.20
P2350-1-04804-A00	E01		\$334.44
P2350-1-04804-A00	E76		\$24.60
Total For P2350-1-04804-A00			\$359.04
P2350-1-04805-A00	E01		\$1,021.15
Total For P2350-1-04805-A00			\$1,021.15
P2350-1-04805-B00	D95		\$2,537.72
Total For P2350-1-04805-B00			\$2,537.72
P2350-1-04805-C00	D95		\$339.24
Total For P2350-1-04805-C00			\$339.24
P2350-1-04805-D00	D82		\$263.20
Total For P2350-1-04805-D00			\$263.20
P2350-1-04806-A00	D21		\$2,302.50
P2350-1-04806-A00	D24		\$447.50
P2350-1-04806-A01	E01		\$454.20
P2350-1-04806-A01	E02		\$399.00
P2350-1-04806-A01	E76		\$2,980.31
P2350-1-04806-A02	E76		\$106.60
Total For P2350-1-04806-A00			\$7,090.11
P2350-1-04807-A00	D52		\$10.16
P2350-1-04807-A00	D81		\$1,095.73
P2350-1-04807-A00	E76		\$3.60
Total For P2350-1-04807-A00			\$1,109.49
P2350-1-04808-A00	E01		\$19.60
P2350-1-04808-A00	E76		\$43.40
Total For P2350-1-04808-A00			\$63.00
P2350-1-04808-B00	D95		\$456.60
Total For P2350-1-04808-B00			\$456.60
P2350-1-04809-A00	D95		\$277.50

ish Engineering & Construction, INC.
 Submitted Purchase Order Summary Report for Job# 2350

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Job#	Purchase Order#	Cost Code	Approved Order Value
	P2350-1-04809-A00	E01	\$593.50
	Total For P2350-1-04809-A00		\$871.00
	P2350-1-04809-B00	D95	\$100.00
	P2350-1-04809-B01	D95	\$3,624.00
	Total For P2350-1-04809-B00		\$3,724.00
	P2350-1-04810-A00	E76	\$2,808.72
	Total For P2350-1-04810-A00		\$2,808.72
	P2350-1-04811-A00	D21	\$113.40
	P2350-1-04811-A00	D82	\$49.90
	P2350-1-04811-A00	E01	\$203.75
	P2350-1-04811-A00	E76	\$18.10
	Total For P2350-1-04811-A00		\$385.15
	P2350-1-04811-B00	D23	\$21.00
	P2350-1-04811-B00	D82	\$239.00
	P2350-1-04811-B00		\$50.00
	Total For P2350-1-04811-B00		\$310.00
	P2350-1-04812-A00	D41	\$250.00
	P2350-1-04812-A00	E02	\$210.20
	P2350-1-04812-A00	E76	\$31.60
	Total For P2350-1-04812-A00		\$491.80
	P2350-1-04813-A00	D41	\$1,116.50
	P2350-1-04813-A00	D82	\$78.80
	P2350-1-04813-A00	E76	\$47.01
	Total For P2350-1-04813-A00		\$1,242.31
	P2350-1-04815-A00	D81	\$289.00
	P2350-1-04815-A00	D95	\$309.00
	P2350-1-04815-A00	E01	\$369.86
	P2350-1-04815-A00	E76	\$21.90
	Total For P2350-1-04815-A00		\$989.76
	P2350-1-04816-A00	D24	\$392.10
	P2350-1-04816-A00	D41	\$20.00
	P2350-1-04816-A00	D52	\$116.70
	P2350-1-04816-A00	D81	\$406.70
	P2350-1-04816-A01	D81	\$170.00
	Total For P2350-1-04816-A00		\$1,115.50

ish Engineering & Construction, Inc.
 Submitted Purchase Order Summary Report for job# 2350

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Sub-Job#	Purchase Order#	Cost Code	Approved Order Value
P2350-1-04017-A00		D41	\$32.00
P2350-1-04017-A00		D82	\$2,906.03
P2350-1-04017-A00		E01	\$1.30
Total For P2350-1-04017-A00			\$2,939.33
P2350-1-04017-B00		D82	\$303.00
Total For P2350-1-04017-B00			\$303.00
P2350-1-04018-A00		D23	\$13.75
P2350-1-04018-A00		D74	\$1,414.15
P2350-1-04018-A00		D82	\$131.85
P2350-1-04018-A00		D99	\$1,711.50
P2350-1-04018-A00		E01	\$2.80
P2350-1-04018-A00		E76	\$111.22
Total For P2350-1-04018-A00			\$3,385.27
P2350-1-04019-A00		D82	\$5,780.00
Total For P2350-1-04019-A00			\$5,780.00
P2350-1-04020-A00		E01	\$500.00
Total For P2350-1-04020-A00			\$500.00
P2350-1-04021-A00		D95	\$136.25
Total For P2350-1-04021-A00			\$136.25
P2350-1-04022-A00		D81	\$405.00
Total For P2350-1-04022-A00			\$405.00
P2350-1-04024-A00		D74	\$75.00
P2350-1-04024-A00		E01	\$35.00
Total For P2350-1-04024-A00			\$110.00
P2350-1-04025-A00		D21	\$41.12
Total For P2350-1-04025-A00			\$41.12
P2350-4-00002-A00		L10	\$0.00
Total For P2350-4-00002-A00			\$0.00
Total For Sub-Job 02R			\$16,465,832.72

ish Engineering & Construction, Inc.
 Submitted Purchase Order Summary Report For Job# 2350

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Job#	Purchase Order#	Cost Code	Approved Order Value
P2350-1-00013-A00		D96	\$90.365.00
✓ Total For P2350-1-00013-A00			\$90.365.00
P2350-1-00015-A00		D21	\$460.080.72
P2350-1-00015-A01		D21	\$0.00
✓ Total For P2350-1-00015-A00			\$460.080.72
P2350-1-00016-A00		D26	\$1.099.788.00
✓ Total For P2350-1-00016-A00			\$1.099.788.00
P2350-1-00023-A00		D15	\$340.000.00
✓ Total For P2350-1-00023-A00			\$340.000.00
P2350-1-00025-A00		D21	\$91.090.00
P2350-1-00025-A01		D21	\$115.972.00
✓ Total For P2350-1-00025-A00			\$207.062.00
P2350-1-00032-A00		D82	\$20.970.00
✓ Total For P2350-1-00032-A00			\$20.970.00
P2350-1-00046-A00		E21	\$60.146.00
✓ Total For P2350-1-00046-A00			\$60.146.00
P2350-1-00046-B00		E21	\$34.944.00
✓ Total For P2350-1-00046-B00			\$34.944.00
P2350-1-00054-A00		D31	\$1.458.00
Total For P2350-1-00054-A00			\$1.458.00
P2350-1-00065-A00		E01	\$173.697.06
P2350-1-00065-A00		E02	\$45.319.68
P2350-1-00065-A00		E21	\$17.088.40
✗ Total For P2350-1-00065-A00			\$236.105.14
P2350-1-02025-A00		D32	\$64.500.00
P2350-1-02025-A01		D32	\$31.203.00
✓ Total For P2350-1-02025-A00			\$95.703.00
P2350-1-02029-A00		D32	\$30.600.00
✓ Total For P2350-1-02029-A00			\$30.600.00

Sub-Job#	Purchase Order#	Cost Code	Approved Order Value
Total for Sub-Job 03R			\$2,677,221.86

07R	P2350-1-99901-A00	D44	\$23,900.00
* Total for P2350-1-99901-A00			\$23,900.00
	P2350-1-99902-A00	D32	\$40,250.00
* Total for P2350-1-99902-A00			\$40,250.00
Total for Sub-Job 07R			\$64,150.00

02R	P2350-1-02001-B02	D21	\$35,750.00
✓ Total for P2350-1-02001-B00			\$35,750.00
Total for Sub-Job 02R			\$35,750.00

12R	P2350-1-02020-A01	D44	\$3,500.00
Total for P2350-1-02020-A00			\$3,500.00
Total for Sub-Job 12R			\$3,500.00

Total for Report \$19,856,487.16

Job#	Purchase Order#	Cost Code	Approved Order Value
00N			
	P2355-1-00011-A00	N16	\$195.00
	Total for P2355-1-00011-A00		\$195.00
	Total for Sub-Job 00N		\$195.00

00R			
	P2355-1-00001-A00	N13	\$11,223.00
	P2355-1-00001-A01	N13	\$0.00
	P2355-1-00001-A02	N13	\$9,605.00
	✓ Total for P2355-1-00001-A00		\$20,828.00
	P2355-1-00002-A00	N13	\$3,355.30
	Total for P2355-1-00002-A00		\$3,355.30
	P2355-1-00004-A00	N13	\$455,585.00
	✓ Total for P2355-1-00004-A00		\$455,585.00
	P2355-1-00005-A00	N20	\$20,130.22
	P2355-1-00005-A01	N20	\$1,457.34
	✓ Total for P2355-1-00005-A00		\$21,587.56
	P2355-1-00006-A00	N20	\$6,231.00
	Total for P2355-1-00006-A00		\$6,231.00
	P2355-1-00007-A00	N20	\$12,085.00
	P2355-1-00007-A01	N20	\$540.00
	✓ Total for P2355-1-00007-A00		\$12,625.00
	P2355-1-00009-A00	F20	\$54,015.25
	P2355-1-00009-A00	F51	\$9,645.70
	P2355-1-00009-A01	F51	\$2,549.10
	✓ Total for P2355-1-00009-A00		\$66,210.05
	P2355-1-00010-A00	F07	\$41,072.00
	✓ Total for P2355-1-00010-A00		\$41,072.00
	P2355-1-00011-A00	N16	\$25,553.00
	✓ Total for P2355-1-00011-A00		\$25,553.00
	P2355-1-00012-A00	N13	\$3,855.40

2355

partial shipped & invoiced

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Job# Purchase Order# Cost Code Approved Order Value

Total For P2355-1-00012-A00 \$3,855.40

P2355-1-00013-A00 N20 \$1,440.00

Total For P2355-1-00013-A00 \$1,440.00

P2355-1-00014-A00 F30 \$37,656.26

✓ Total For P2355-1-00014-A00 \$37,656.26

P2355-1-00015-A00 N12 \$28,431.76

✓ Total For P2355-1-00015-A00 \$28,431.76

P2355-1-00018-A00 F07 \$1,426.00

Total For P2355-1-00018-A00 \$1,426.00

P2355-1-00023-A00 N01 \$1,645.00

Total For P2355-1-00023-A00 \$1,645.00

Total For Sub-JOB 00R \$727,501.33

Total For Report \$727,696.33

← Partial shipped

ish Engineering & Construction, Inc.
Submitted Purchase Order Summary Report for Job# 2358

Print Date: 04/25/95 Page: 1

Job# Purchase Order# Cost Code Approved Order Value

0000

P2358-1-00001-A00	D41	\$312,480.00
P2358-1-00001-A01	D41	\$0.00
P2358-1-00001-A03	D41	\$0.00
P2358-1-00001-A04	D41	\$5,160.00

✓ Total For P2358-1-00001-A00 \$317,640.00

P2358-1-00002-A00	D99	\$2,555,530.00
P2358-1-00002-A01	D99	\$1,781.00

✓ Total For P2358-1-00002-A00 \$2,553,749.00

P2358-1-00003-A00	D42	\$1,535,670.00
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✓ Total For P2358-1-00003-A00 \$1,535,670.00

P2358-1-00004-A00	N16	\$60,325.00
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✓ Total For P2358-1-00004-A00 \$60,325.00

P2358-1-00005-A00	D26	\$11,181.00
P2358-1-00005-A00	D31	\$4,800.00

✓ Total For P2358-1-00005-A00 \$15,981.00

P2358-1-00006-A00	D96	\$46,015.00
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✓ Total For P2358-1-00006-A00 \$46,015.00

P2358-1-00007-A00	N20	\$192,497.00
P2358-1-00007-A02		\$2,693.00

✓ Total For P2358-1-00007-A00 \$195,190.00

P2358-1-00008-A00	N20	\$89,457.44
P2358-1-00008-A01	N20	\$7,104.30

✓ Total For P2358-1-00008-A00 \$96,561.74

P2358-1-00009-A00	N16	\$9,890.00
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Total For P2358-1-00009-A00 \$9,890.00

P2358-1-00010-A00	D99	\$7,617.00
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Total For P2358-1-00010-A00 \$7,617.00

P2358-1-00011-A00	N20	\$25,500.00
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✓ Total For P2358-1-00011-A00 \$25,500.00

P2358-1-00014-A00	D99	\$3,131.25
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#2358

✓ OPEN > \$10K

fish Engineering & Construction, Inc.
Committed Purchase Order Summary Report For Job# 2358

Print Date: 04/25/95 Page#: 2

Sub-Job#	Purchase Order#	Cost Code	Approved Order Value
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Total for P2358-1-00014-A00			\$3,131.25
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P2358-1-00015-A00	D99		\$984.00
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Total for P2358-1-00015-A00			\$984.00
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Total for Sub-Job 00N			\$4,868,253.99
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P2358-1-00001-A02			\$0.00
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Total for P2358-1-00001-A00			\$0.00
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Total for Sub-Job			\$0.00
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Total for Report			\$4,868,253.99
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FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/96

JOB: 8000

ARCADIAN TRINIDAD AMMONIA LTD.

CONSTRUCTION FOR 750 T/D AMMONIA PLANT

PROJECT MGR: CLARK BAILEY

JOB SITE: POINT LISAS REFINERY, TRINIDAD, WEST INDIES

Contract Type: C

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

08R 4/5/95 PROJECT COSTS NOT INCLUDED IN LUMP SUM AMOUNT. Items include (1) Completed Operations Liability Insurance, (2) Builder's Risk Insurance, (3) Port Charges [including but not limited to R.S.D., import duties, custom brokerage fees], (4) Site Security, (5) Bond and Letter of Credit. (NOTE: Vat is excluded from Sub-Job 08 - it is supported by other 8000 series invoices.)

00R 1/27/95 REIMBURSABLE RELATED COSTS FOR TRINIDAD

00N 1/6/95 CONSTRUCTION OF 750 T/D AMMONIA PLANT IN TRINIDAD

JOB: 5122

PHILLIPS PETROLEUM CO.

PROCUREMENT OF MATERIALS AND CONSTRUCTION SERVICES FOR 200 mmscfd LINAM RANCH CRYOGENIC PLANT MODERNIZATION

PROJECT MGR: LARRY REANS

JOB SITE: LINAM RANCH, HOBBS, NM

Contract Type: C

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

00R 3/13/95 DIRECT LABOR PORTION

00N 3/13/95 FIXED FEE PORTION

JOB: 5121

EL PASO NATURAL GAS COMPANY

PIPING MODIFICATIONS FOR FLOW REVERSAL TO LINE NO. 1600

PROJECT MGR: JASON OVERBEY

JOB SITE: GRESHAM COMPR. STATION

Contract Type: C

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

01R 1/24/95 OUT OF SCOPE EXTRAS PER EPNG

00N 11/29/94 PIPING MODIFICATIONS FOR FLOW REVERSAL TO LINE NO. 1600

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/96

JOB: 2365 VICO Services Inc.
Engineering Services
PROJECT MGR: Ricardo Ostaszewski
JOB SITE: Houston Offices
Contract Type: EP
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00R 4/12/95 Engineering Services

JOB: 2364 LOUISIANA RESOURCES
CRAWFISH PLANT ENGINEERING SERVICES
PROJECT MGR:
JOB SITE: CRAWFISH PLANT
Contract Type: E
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00R 3/31/95 CRAWFISH PLANT ENGINEERING SERVICES

JOB: 2363 PDVSA SERVICES, INC. (CORPOVEN, S.A.)
TECHNICAL SERVICES TO EVALUATE THE SWEETENING PLANT AT THE MUSCAR
COMPLEX IN MONAGAS.
PROJECT MGR: JIM FARLEY
JOB SITE: PUNTA DE MATA
Contract Type: E
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00R 3/8/95 TECHNICAL SERVICES FOR MUSCAR COMPLEX, MONOGAS, VENEZUELA

Over 10K

JOB: 2362 MARINE ENERGY SYSTEMS CORPORATION
55,000 BPSD BARGE MOUNTED PETROLEUM REFINERY
PROJECT MGR: DEAN CARTER
JOB SITE: PORT QASIM
Contract Type: E
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00R 3/6/95 55,000 Barge Mounted Refinery Unit

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/95

JOB: 2361 EQUINOX OIL COMPANY
REPRESENTATION OF EQUINOX OIL CO./ALMA ENERGY CORP. AT SEA ROBIN PLANT
OWNERS MEETING 1/25/95 & 1/26/95
PROJECT MGR: RICARDO OSTASZEWSKI
JOB SITE:
Contract Type: E
Separate Timesht: OT Approval Req'd:
Sub-Jobs:

Over 10K
JOB: 2360 WIL-GRO FERTILIZER INC.
SUPPORT SERVICES FOR RELOCATION OF 750 STPD AMMONIA PLANT, NITRIC ACID
PLANT AND UREA PLANT.
PROJECT MGR: CLARK BAILEY/RICK BLANK
JOB SITE: PRYOR, OKLAHOMA
Contract Type: EPC
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00R 1/23/95 SUPPORT SERVICES FOR RELOCATION OF AMMONIA/NITRIC ACID AND UREA
PLANTS TO PRYOR, OK

Over 10K
JOB: 2359 ARCADIAN CORPORATION
450 T/D NITRIC ACID PLANT RELOCATION STUDY
PROJECT MGR: CLARK BAILEY/DOUG HARBERSON
JOB SITE:
Contract Type: E
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00N 1/18/95 450 T/D NITRIC ACID PLANT RELOCATION STUDY

Over 10K
JOB: 2358 TAURO (PLUSPETROL)
45 MMSCFD LPG CRYOGENIC PLANT; ENGINEERING & PROCUREMENT OF US PORTION
PROJECT MGR: MELISSA PARK
JOB SITE: NEUQUEN
Contract Type: EP
Separate Timesht: OT Approval Req'd:
Sub-Jobs:
00N 11/30/94 HOU-418 CENTENARIO GAS PROCESSING PLANT

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/96

JOB: 2357

EL PASO NATURAL GAS COMPANY

ENGINEERING DESIGN SERVICES-FIELD SERVICES - SAN JUAN (FROM 12/1/94 TO 11/30/95)

PROJECT MGR: DEWEY McLAIN

JOB SITE: SAN JUAN DIVISION

Contract Type: E

Separate Timesht:

OT Approval Req'd:

Sub-Jobs:

15R 4/7/95 CHACO PLANT SUBSTATION #2 PLC
14R 3/27/95 BALLARD DEHYDRATION UPGRADE MODIFICATIONS (W.O. K-5643)
13R 3/27/95 LARGO DEHYDRATION UPGRADE MODIFICATIONS (W.O. K-5645)
12R 3/27/95 LINDRITH DEHYDRATION UPGRADE MODIFICATIONS (W.O. K-5644)
11R 3/27/95 KOOTZ DEHYDRATION UPGRADE MODIFICATIONS (W.O. K-5642)
10R 3/14/95 BLANCO AND CHACO PLANTS WASTE HEAT BOILER TUBE EVALUATION
09R 3/10/95 CHACO "C-2" TURBINE WASTE HEAT BOILER AUTOMATION
08R 3/10/95 BLANCO "C" PLANT COOLING TOWER MCC REPLACEMENT
07R 1/11/95 CHACO SUB-STATION #3 MCC 480V FEEDER REPLACEMENT
06R 1/5/95 BALLARD COMPRESSOR STATION ENGINEERING, PROCUREMENT AND EXPEDITING
05R 1/5/95 LARGO COMPRESSOR STATION ENGINEERING, PROCUREMENT AND EXPEDITING
04R 1/5/95 LINDRITH COMPRESSOR STATION ENGINEERING, PROCUREMENT AND EXPEDITING
03R 1/5/95 ANGEL PEAK COMPRESSOR STATION DESIGN MODIFICATIONS AND CONSTRUCTION ASSISTANCE
02R 1/5/95 3-B1 COMPRESSOR STATION DESIGN MODIFICATIONS AND CONSTRUCTION ASSISTANCE
01R 1/5/95 KUTZ COMPRESSOR STATION DESIGN MODIFICATIONS AND CONSTRUCTION ASSISTANCE

JOB: 2356

GPM GAS CORP. (PHILLIPS)

ENGINEERING SERVICES

PROJECT MGR: DOUG HARBERSON

JOB SITE: ANDERSON COMPRESSOR STATION

Contract Type: E

Separate Timesht:

OT Approval Req'd:

Sub-Jobs:

00R 11/21/94 ENGINEERING SERVICES

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/96

JOB: 2355 EL PASO NATURAL GAS COMPANY
WAHA COMPRESSOR STATION MODIFICATIONS (Revised Scope Wording)

PROJECT MGR: DEWEY McLAIN

JOB SITE: WAHA COMPR. STATION

Contract Type: EPC

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

05R 4/4/95 PUCKETT MAKE-UP LINE METER RUN. EPNG W.O. # E-4366
04R 4/4/95 SOUR GAS COMPRESSOR INLET METER RUN. EPNG W.O. # E-4437
03R 4/4/95 "A" CONTACTOR DISCHARGE METER RUN - EPNG W.O. # E-4438
02R 3/20/95 TREATING PLANT MODERNIZATION PROJECT
01R 3/8/95 NEW CUSTODY TRANSFER METERING
00R 11/10/94 ESD SYSTEM MODIFICATIONS

JOB: 2353 EL PASO NATURAL GAS COMPANY
COMPRESSOR STATION INSTALLATION

PROJECT MGR: DEWEY McLAIN

JOB SITE: GRESHAM STATION

Contract Type: EPC

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

00R 10/18/94 GRESHAM COMPRESSOR STATION

JOB: 2352 EL PASO NATURAL GAS COMPANY
COMPRESSOR STATION INSTALLATION

PROJECT MGR: DEWEY McLAIN

JOB SITE: CORNUDAS STATION

Contract Type: EPC

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

00R 10/18/94 CORNUDAS COMPRESSOR STATION

JOB: 2351 WILLIAMS FIELD SERVICES

OPAL DEBOTTLENECK STUDY

PROJECT MGR: MELISSA PARK

JOB SITE: OPAL PLANT

Contract Type: E

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/95

00R 9/14/94 OPAL DEBOTTLENECK STUDY

Over 10K

JOB: 2350 ARCADIAN CORPORATION
AMMONIA PLANT EXPANSION/RELOCATION - BREA, CA TO TRINIDAD
PROJECT MGR: DEAN CARTER
JOB SITE: TRINIDAD
Contract Type: EPC
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

08R 4/5/95 PROJECT COSTS NOT INCLUDED IN LUMP SUM AMOUNT. Items include (1) Completed Operations Liability Insurance, (2) Builder's Risk Insurance, (3) Port Charges (including but not limited to R.S.D., import duties, custom brokerage fees), (4) Site Security, (5) Bond and Letter of Credit. (NOTE: VAT is excluded from Sub-Job 08 - it is supported by 8000 series invoices.)
07R 3/17/95 SUPPLEMENTAL ASSIGNMENTS
05R 8/31/94 CONSTRUCTION IN TRINIDAD
04R 8/31/94 STORAGE YARD & FACILITIES
03R 8/31/94 ENGINEERING & PROCUREMENT OSBL
02R 8/31/94 ENGINEERING & PROCUREMENT ISBL
01R 8/31/94 DISMANTLE BREA AMMONIA PLANT (FIELD WORK & TRAFFIC)
00R 8/11/94 AMMONIA PLANT EXPANSION/RELOCATION

Over 10K

JOB: 2349 GPM GAS CORP. (PHILLIPS)
EUNICE PLANT COMPRESSOR INSTALLATION BID PACKAGE PREPARATION.
PROJECT MGR: CLARK BAILEY
JOB SITE: EUNICE PLANT
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

00R 7/15/94 EUNICE PLANT BID PACKAGE PREPARATION

Over 10K

JOB: 2343 PHILLIPS PETROLEUM CO.
CRYOGENIC UNIT STUDY/ENGINEERING TO PREPARE CONSTRUCTION BID PKG. - LINAM RANCH MODERNIZATION PROGRAM
PROJECT MGR: CLARK BAILEY
JOB SITE: LINAM RANCH, HOBBS, NM
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

02R 1/10/95 PURCHASE OF REGNERATION GAS CHILLER (TAG NO. 41-105). INVOICED SEPARATELY UNDER AFE N9451.
01R 11/21/94 INLET RECEIVER STUDY

FISH ENGINEERING AND CONSTRUCTION PARTNERS, L.P.

Active Jobs Summary Report

4/26/95

00R 5/20/94 LINAM RANCH MODERNIZATION PROGRAM

JOB: 2337 PHILLIPS PETROLEUM CO.
GOLDSMITH MODERNIZATION PROGRAM-PHASE II
PROJECT MGR: KARL NAYMAN
JOB SITE: GOLDSMITH, TEXAS
Contract Type: EP
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

04R 10/10/94 DCS UPGRADE
03R 10/10/94 COMPRESSOR INSTALLATION
02R 2/16/94 DCS AND CENTRAL CONTROL
01R 2/16/94 COMPRESSION FACILITIES

JOB: 2335 MERIDIAN OIL GATHERING, I
PRESSURE DECLINE COMPRESSION PROJECT - DETAILED ENGINEERING AND
CONSTRUCTION BID PACKAGE PREPARATION.
PROJECT MGR: M. M. PARK
JOB SITE: VARIOUS
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

05R 1/14/94 CEDAR HILL COMPRESSION
04R 1/14/94 FRANCES MESA COMPRESSION
03R 1/14/94 BUENA VISTA COMPRESSION
02R 1/14/94 QUINN COMPRESSION
01R 1/14/94 32-9 COMPRESSOR ADDITION

JOB: 2331 WILLIAMS FIELD SERVICES
ENHANCED ETHANE RECOVERY PROJECT
PROJECT MGR: MELISSA WAGNER
JOB SITE: IGNACIO PLANT
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

02R 10/28/94 PREPARATION OF OPERATING MANUAL FOR PURE LIQUID METHANE PROJECT
01R 12/7/93 DETAILED ENGINEERING
00R 10/12/93 ENHANCED ETHANE RECOVERY

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/96

JOB: 2327

NORTHWEST PIPELINE CORP.

SYSTEM EXPANSION II

PROJECT MGR: J. ALVES

JOB SITE: WESTERN U.S.

Contract Type: E

Separate Timesht: OT Approval Req'd:

Sub-Jobs:

Over 10K

V05	3/1/95	WASHOUGAL VENTILATION SYSTEM W.O. NO. 33654. FISH TO PROVIDE ELECTRICAL DESIGN AND PROCUREMENT SERVICES.
M66	10/27/94	W.O. No. 54088 - TWIN FALLS
M65	10/27/94	W.O. No. 54085 - MT. HOME
M64	10/27/94	W.O. No. 33397 - MERIDIAN
M63	10/27/94	W.O. No. 33396 - TWIN FALLS
M62	10/27/94	W.O. No. 33395 - MT. HOME
M61	9/20/94	LA GRANDE (ASBESTOS ABATEMENT)
M60	9/20/94	YAKIMA (ASBESTOS ABATEMENT)
M59	9/1/93	W.O.# 32990 - CRESWELL (TURBINE METER)
M58	9/1/93	W.O.# 32962 - CRESWELL (CROSSOVER)
M57	9/1/93	W.O.# 32961 - SOUTH EUGENE
M56	9/1/93	W.O.# 32991 - EUGENE
M55	9/1/93	W.O.# 32957 - SPRINGFIELD
M54	9/1/93	W.O.# 32989 - BROWNSVILLE-HALSEY
M53	9/1/93	W.O.# 32988 - ALBANY
M52	9/1/93	W.O.# 32994 - TURNER
M51	9/1/93	W.O.# 32954 - SALEM
M50	9/1/93	W.O.# 32953 - HARGRAVES
M49	9/1/93	W.O.# 32993 - MOLLALA
M48	9/1/93	W.O.# 32997 - WOUTHEAST PORTLAND
M47	9/1/93	W.O.# 32992 - JOHNSON CREEK
M46	9/1/93	W.O.# 32942 - AMOCO/CHEVRON SULPHUR KEMMERER
M45	9/1/93	W.O.# 32938 - MONTPELIER
M44	9/1/93	W.O.# 32935 - MONROE
M43	9/1/93	W.O.# 32934 - SODA SPRINGS
M42	9/1/93	W.O.# 32934 - McCAMMON
M41	9/1/93	W.O.# 32930 - IDAHO FALLS
M40	9/1/93	W.O.# 32929 - POCATELLO #1

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/95

M39	9/1/93	W.O.# 32927 - ABERDEEN
M38	9/1/93	W.O.# 32926 - BURLEY #2
M37	9/1/93	W.O.# 32924 - HANSEN
M36	9/1/93	W.O.# 32923 - TWIN FALLS #2
M35	9/1/93	W.O.# 32922 - TWIN FALLS
M34	9/1/93	W.O.# 32921 - FILER
M33	9/1/93	W.O.# 32920 - GLENNS FERRY
M32	9/1/93	W.O.# 31919 - MOUNTAIN HOME
M31	9/1/93	W.O.# 32918 - MERIDIAN
M30	9/1/93	W.O.# 31917 - COGAS
M29	9/1/93	W.O.# 32916 - EMMETT
M28	9/1/93	W.O.# 32970 - LA GRANDE
M27	9/1/93	W.O.# 32964 - BURBANK HEIGHTS
M26	9/1/93	W.O.# 32967 - OTHELLO
M25	9/1/93	W.O.# 32968 - MOSES LAKE
M24	9/1/93	W.O.# 32963 - YAKIMA
M23	9/1/93	W.O.# 32906 - LONGVIEW FIBER
M22	9/1/93	W.O.# 32947 - WEYERHAUSER
M21	9/1/93	W.O.# 32946 - SHELTON
M20	9/1/93	W.O.# 32902 - ARLINGTON
C08	9/1/93	W.O.# 32914 - HUNTINGTON
C07	9/1/93	W.O.# 32911 - ROOSEVELT
C06	9/1/93	W.O.# 32909 - GOLDENDALE
C05	9/1/93	W.O.# 32907 - WASHOUGAL
C04	9/1/93	W.O.# 32905 - CHEHALIS
C03	9/1/93	W.O.# 32904 - SUMNER
C02	9/1/93	W.O.# 32903 - SNOHOMISH
C01	9/1/93	W.O.# 32901 - MOUNT VERNON
B05	3/1/95	WASHOUGAL CLEAN BURN SYSTEM W.O. NO. 33306. FISH TO PROVIDE ELECTRICAL DESIGN AND PROCUREMENT SERVICES
00R	9/1/93	SYSTEM EXPANSION II

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/95

Over 10K

JOB: 2315 SAMSUNG ENGR. CO., LTD.
GSP NO. 4 GAS PLANT-PETROLEUM AUTH. THAILAND
PROJECT MGR: JOE NAPOLI/KARL NAYMAN
JOB SITE: KANOM, THAILAND
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

00N 4/14/93 GSP NO. 4 GAS PLANT ENGINEERING

Over 10K

JOB: 2306 ATOCHEM NORTH AMERICA, INC
CONSTRUCTION SUPPORT SERVICES-MPP FACILITY
PROJECT MGR: D. HARBERSON
JOB SITE: CROSBY, TX PLANT
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

09R 10/1/93 DCS RECONFIGURATION
01R 7/26/93 ADDITIONAL CHANGES TO JOB 2238 SCOPE.
00R 10/22/92 CONSTRUCTION SUPPORT SERVICES

Over 10K

JOB: 2299 BRITISH GAS
ENGINEERING ASSISTANCE - HOUSTON ASSIGNMENT OF THREE MONTHS FOR TERRY WEAVER.
PROJECT MGR: CLARK BAILEY
JOB SITE: TUNISIA
Contract Type: E
Separate Timesht: OT Approval Req'd:

Sub-Jobs:

05R 4/13/95 NGC Tie-In Work
04R 12/21/94 ENGR. ASSISTANCE - BRITISH GAS - TRINIDAD PROJECT
03R 12/13/93 MATERIAL CONTROL CORDINATOR CONSULTING SER.
01R 7/2/93 ENG. ASSISTANCE-RANDI CZAPLICKI-3 MONTHS
00R 9/16/92 ENG. ASSISTANCE-TERRY WEAVER-3 MONTHS.

FISH ENGINEERING AND CONSTRUCTION PARTNERS, LTD

Active Jobs Summary Report

4/26/95

JOB: 2271

EL PASO NATURAL GAS CO.

FIELD SERVICES - SAN JUAN

PROJECT MGR: D.McLAIN

JOB SITE: SAN JUAN REGION

Contract Type: E

Separate Timesht: N OT Approval Req'd: Y

Sub-Jobs:

059 7/18/94 CHACO "B" DECOMPRESSOR AUTOMATION

058 6/29/94 ANGEL PEAK COMP. STATION - ONE 3,000 HP RECIPROCATING COMPRESSOR UNIT

057 6/29/94 3B-1 COMP. STATION - ONE 3,000 HP RECIPROCATING COMPRESSOR UNIT

056 6/29/94 KUTZ COMP. STATION - TWO 3,000 HP RECIPROCATING COMPRESSOR UNITS

055 3/7/94 CHACO-BOILER #1 & #2

054 3/7/94 CHACO-"B" RICH OIL HEATER AUTOMATION

053 3/7/94 CHACO-"A" RICH OIL HEATER AUTOMATION

052 2/22/94 CHACO-EMERGENCY LIGHTING BATTERY REPLACEMENT

051 2/1/94 CHACO-GASOLINE PLANT AUTOMATION

050 2/1/94 CHACO-SWITCH HOUSE #2 MCC REPL-480V POWER FDR

049 2/1/94 CHACO-POWER SEPARATOR FEAS. STUDY- PHASE II

027 1/5/94 Lindrith-Replacement existing MCC (insurance)

00R 11/20/91 PROJECT SET-UP - SCOPE DEFINITION

FISH ENGINEERING & CONSTRUCTION PARTNERS, LTD.
CONTRACTOR'S LICENSES @ 4/30/95

STATE	TYPE OF LICENSE	LICENSE NO.	RENEWAL DATE
ARIZONA	A - GENERAL ENGINEERING	102915	5-31-95
	L-11 ELECTRICAL	102916	5-31-95
	B01 - GEN. COMM. CONTRACTOR	102917	5-31-95
NEW MEXICO	CLASSIFICATIONS: GB98;EE98;MM98;GF02,3,4,6,7,8,9	34135	4-30-96
	QUALIFYING PARTIES: J.E. DILL	CQ44810	4-30-96
	S.T. SCARBOROUGH	SEE S.T.S.	4-30-96
OREGON	GENERAL CONTRACTOR - ALL STRUCTURES	75559	8-26-95
	ELECTRICAL SECTION GENERAL SUPERVISOR - J.M. COLQUITT	3808S	10-1-95
WASHINGTON	GENERAL CONTRACTOR	CC01-FISHECP0990L	6-20-95
WYOMING	ELECTRICAL CONTRACTOR	C-161	7-1-95
UTAH	CONTRACTOR CLASSIFICATION:S200 ELECTRICAL - J.M. COLQUITT	94-270887-5501	7-31-95
	CONTRACTOR CLASSIFICATION: E100 GENERAL		
LOUISIANA	HEAVY CONSTRUCTION BUILDING CONSTRUCTION ELECTRICAL WORK - STATEWIDE	28843	12-31-95
CALIFORNIA	A - GENERAL ENGINEERING C10 - ELECTRICAL	694643	8-31-96

**FISH ENG. & CONST., INC. QUALIFIED TO DO BUSINESS
IN THE FOLLOWING STATES:**

ARIZONA
ALABAMA
CALIFORNIA
COLORADO
LOUISIANA
NEW MEXICO
OKLAHOMA
OREGON
UTAH
WYOMING

**FISH ENG. & CONST. PARTNERS, LTD. QUALIFIED TO DO BUSINESS
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FLORIDA
IDAHO
LOUISIANA
NEW MEXICO
OREGON
UTAH
WASHINGTON
WYOMING

Fish's Legal Software

26-Apr-95

Description	Legal Licenses
ADev ProElec:	1
Adobe Photo Shop	1
Arts & Letters	1
Atlas	1
Auto Manager	5
AutoCAD 11	22
AutoCAD 12 c2	100
AutoCAD 12 for Windows c1	5
AutoCad 13	5
AutoSketch for Windows	1
Avery LabelPro DOS	1
Avery LabelPro Windows	5
Baler	1
Borland Quattro Pro for Windows	2
Brief 3.1	25
Cadet	1
Calendar Creator Plus Windows	2
Carbon Copy Plus	10
ccMail for Windows	160
Ceasar II	1
CheckIt Pro 2.0	1
Chemshare	2
Cogo	1
Compaq Dos 3.31	1
Compaq Dos 5.0	1
Complete Answering Machine	2

Description	Legal Licenses
Corel Draw	2
dBase IV	5
E-Prom Burner	1
FastBack	1
Finest Hour for Windows	9
FlightSoft Pro	2
Flow Chart 4.0	1
FormTool 3.0	10
Freelance for Windows 2.x	5
Freelance Plus for Dos	6
German Translator	1
HAZOP II	23
HiJack Pro for Windows	1
Hydra	1
HySim	3
Label Makers	2
Landmark Diagnostics	1
Landmark WinProbe	1
LapLink	2
Libra	5
Lotus Organizer	10
Lotus Symphony 3.0	20
Micro House Tech Library	1
MicroStation 4.x	9
MicroStation 5.x	1
MS Access 2.0	22
MS Dos 6.x	245
MS Excel 5.0 for Windows	10

Description	Legal Licenses
MS Fox Pro 2.5 for Windows	1
MS Office 4.3	5
MS Project for Windows	1
MS Visual Basic	1
MS Windows 3.11	114
MS Windows for Workgroups 3.11	11
Novell NetWare 3.11(250)	6
PaintShop	1
pcAnyWhere	2
Power Builder 3.0	3
Practical FAX Software	10
ProComm Windows	7
Q & E's ODBC Drivers	1
QEMM 7.x	237
RBase 4.0	24
RBase 4.5 Plus	6
Reach Out 4.0	20
Side Kick for Windows	1
Super Show & Tell	1
Total Access	1
Tracker	1
West Law	2
WinDiskClone	5
WinFax	1
WordPerfect 5.1 for DOS	16
WordPerfect 6.0a for Windows	25
WordPerfect 6.1 for Windows	1
XTGold for Windows 4.0	1

Description	Legal Licenses
XTree Net 3.0	4

SCHEDULE 3.1.11

SCHEDULE 3.1.11

None